

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO.3

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DATE

**SEP 13 2011**

TO LEASE NO.  
**GS-03B-09353**

**PDN# PS0021246**

ADDRESS OF PREMISES

106 Juliad Court  
Fredericksburg, VA 22406-1145

THIS AGREEMENT, made and entered into this date by and between **Culpeper Investments, LLC**

c/o Sona Homes  
106 Juliad Court, Suite 201  
Fredericksburg, Virginia 22406-1145

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide for an additional 12,000 ABOA square feet of expansion space and an additional 6 reserved parking spaces and to issue the Notice to Proceed for the construction of the Tenant Improvements and provide for a lump sum payment for the Tenant Improvements allowance overage for the Government.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 25, 2011 as follows:

A. Paragraph 1 of Standard Form 2 of the lease is hereby amended by adding to the existing text the following:

"The Lessor hereby agrees to lease to the Government an additional 12,000 ANSI/BOMA Office Area (ABOA) square feet of warehouse and related expansion space (12,000 rentable square feet) and an additional 6 reserved parking spaces at the current rental rate per ABOA square foot. Said expansion space shall become effective upon the Government's inspection and acceptance of the expansion alterations procured under this Supplemental Lease Agreement, as further outlined below."

B. Paragraph 13 to the Rider of the lease is hereby amended by adding to the existing text the following:

"1. Culpeper Investments, LLC is hereby authorized to begin construction of the Tenant Improvements for the Government in the agreed upon amount of \$259,958.57 in accordance with all Lease requirements, the Design Intent Drawings, Construction Drawings, and fixed price proposal dated August 8, 2011 and further amended August 25, 2011, (incorporated by reference). Tenant Improvements in the amount of \$76,620.00 will be amortized at the rate of 6.9% over the term of five years. The Government will pay a one-time lump sum payment upon completion and acceptance of the improvements in the amount of \$183,338.57.

2. The Lessor shall furnish all labor, materials, tools, equipment, services and associated work to perform the scope of work in accordance with the Lessor's proposal dated August 8, 2011 and further amended August 25, 2011. This document is incorporated by reference.

3. Lessor shall complete all alterations, improvements, and repairs required by this Supplemental Lease Agreement (SLA) and deliver the space alterations within ninety (90) calendar days of the issuance of NTP, dated August 25, 2011."

C. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall vest with the Lessor and all rights of restoration shall be waived.

**ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **Culpeper Investments, LLC**


BY

  
(Signature)

MANAGER

(Title)

IN PRESENCE OF (witnessed by):

  
(Signature)

MANAGER

(Title)

UNITED STATES OF AMERICA

BY

  
(Signature)

Contracting Officer, GSA  
(Official title)

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**TO LEASE NO. GS-03B-09353**

D. Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division  
20 North Eighth Street, 8th Floor  
Philadelphia, PA 19107-3191  
Attn: Katie Kilcullen

For an invoice to be considered proper, it must:

- ♦ Be received after the execution of this SLA,
- ♦ Reference the Pegasys Document Number(s) (PDN) specified on this form,
- ♦ Include a unique, vendor-supplied, invoice number,
- ♦ Indicate the exact payment amount requested, and
- ♦ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Initials: AA & KK  
Lessor Gov't