

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

SUPPLEMENTAL AGREEMENT  
NO.5  
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DATE

**JAN 10 2012**

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

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 incorporate expansion space (an additional 12,000 ANSI/BOMA Office Area (ABOA) square feet of warehouse and related space (12,000 rentable square feet) and an additional 6 surface parking spaces) and commence rent on the total leased area.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2011 as follows:

A. Paragraph 1 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"1. The Lessor hereby leases to the Government the following described premises:

22,000 ANSI/BOMA Office Area square feet (ABOA), (22,000 rentable square feet (RSF), of warehouse and related space and 16 surface parking spaces at the building located at 106 Juliad Court, Fredericksburg, Virginia 22406-1145 to be used for such purposes as determined by the Government."

B. Paragraph 3 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"3. Effective December 1, 2011, the Government shall pay the Lessor annual rent of \$243,575.25, at the rate of \$20,297.94 per month in arrears, plus accrued escalations. (Annual shell rent: \$172,240.20, Amortized annual cost for Tenant Improvements (on the initial 10,000 ABOA square feet): \$15,015.73 [total tenant improvements of \$63,800.00 over 60 months amortized at 6.6%], Amortized annual cost for Tenant Improvements (on the expansion 12,000 ABOA square feet): \$18,162.67 [total tenant improvements of \$76,620.00 over 60 months amortized at 6.9%], Annual operating cost: \$38,156.65). Rent for a lesser period shall be prorated.

Effective March 9, 2015, the Government shall pay the Lessor annual rent of \$255,993.52, at the rate of \$21,332.79 per month in arrears, plus accrued escalations. (Annual shell rent: \$199,674.20, Amortized annual cost for Tenant Improvements (on the expansion 12,000 ABOA square feet): \$18,162.67 [total tenant improvements of \$76,620.00 over 60 months amortized at 6.9%], Annual operating cost: \$38,156.65). Rent for a lesser period shall be prorated.

Effective December 1, 2016, the Government shall pay the Lessor annual rent of \$237,830.85, at the rate of \$19,819.24 per month in arrears, plus accrued escalations. (Annual shell rent: \$199,674.20, Annual operating cost: \$38,156.65). Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Culpeper Investments, LLC, c/o Sona Homes, 106 Juliad Court, Suite 201, Fredericksburg, Virginia 22406-1145."

**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]  
(Signature)

MANAGING PARTNER  
(Title)

IN PRESENCE OF (witnessed by):

[Signature]  
(Signature)

MEMBER  
(Title)

UNITED STATES OF AMERICA

BY [Signature]  
(Signature)

Contracting Officer, GSA  
(Official title)

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C. Paragraph 4 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"4. The Government may terminate this lease at any time, in whole or in part, effective after November 30, 2016, upon 90 calendar days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

D. Paragraph 10 of the Rider to the lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"10. The total percentage of space occupied by the Government under the terms of the lease is equal to 46.0241% (22,000 rsf / 47,801 rsf) of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause."

Initials:

AA

&

SM  
Govt

Lessor