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GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL IGREEMENT	DATE
PUBLIC BUILDING SERVICES	No. 1 TO LEASE NO.	1 7/8/01
SUPPLEMENTAL LEASE AGREEMENT	GS-03B-09350	
ADDRESS OF PREMISE  1440 Central Park Boulevard Fredericksburg, VA 22401		
THIS AGREEMENT, made and entered into this date by and between		
FREDERICKSBURG 35, LLC		
whose address is 8405 GREENSBORO DRIVE SUITE 830		
MCLEAN, VA 22102	•	
hereinafter called the Lessor, and the UNITED STATES OF Al	MERICA, hereinafter called the	Government:
WHEREAS, the parties hereto desire to amend the above Lease increases in rent, percentage of occupancy, and tenant		e on the second floor and reflect
NOW THEREFORE, these parties for the considerations herein effective May 15, 2009 as follows:	nafter mentioned covenant and a	gree that the said Lease is amended,
A. Part A of Paragraph 1 of Standard Form 2 is hereb thereof:	y deleted in its entirety and th	e following is substituted in lieu
"A. A total of 9,446 rentable square feet (RSF) of office Office Area square feet (ABOA SF) of space on the sec as indicated on the attached Floor Plan marked Exhibit Administration. Included in the rent at no additional co of official Government vehicles, Government employed	ond floor at 1440 Central Park A, to be used for such purpose set to the Government are 18 sec	Boulevard, Fredericksburg, VA 22401, s as determined by the General Services
B. Paragraph 10 of the Rider to Lease is hereby deleted	d in its entirety and the follow	ing is substituted in lieu thereof:
"10. The total percentage of space occupied by the Gov space available in the lessor's building, and will be use estate taxes, as defined in the Annual Real Estate Tax I the total Government space of 9,446 rentable square fe	ed as the basis for computing the Escalation Clause. The percenta	e Government's pro-rata share of real ge of occupancy is derived by dividing
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All other terms and conditions of the lease shall remain in force IN WITNESS WHEREOF, the parties subscribed their names a		
LESSOR: FREDERICKSBURG 35, LLC		
BY	<i>illa</i>	unages (Title)
IN THE PRESENCE OF		(Tatle)
UNITED APEAKE SERVICE CENTER		
BY	Contracting Officer (Official Title)	

## C. Paragraph 13 of the Rider to Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:

"13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within ninety (90) calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected. Under no circumstance will the Government accept space as substantially complete prior to October 1, 2009.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for <u>fifteen (15) consecutive calendar years</u>, with the Government having termination rights in whole or in part at any time on or after the tenth (10<sup>th</sup>) full year of occupancy, upon ninety (90) days written notice to the Lessor. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.7 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 10: A total annual rent of \$226,724.29 broken down as follows:

Shell Rent \$15.06 per Rentable Square Foot (RSF),

Amortized annual cost per RSF for Tenant Alteration Allowance\*: \$5.47214829 per RSF Interest rate at which Tenant Alterations are amortized: 8%

Annual Cost of Services: \$3,47 per RSF

TOTAL: \$226,724.29 annual rent or approximately \$24.00214829 per RSF

Years 11 through 15: A total annual rent of \$226,704.00 broken down as follows:

Shell Rent\* \$20.53 per Rentable Square Foot [RSF),

Amortized annual cost per RSF for Tenant Alteration Allowance: \$0.00 per RSF

Annual Cost of Services: \$3.47 per RSF, plus accrued escalations per Paragraph 3.6, Operating Costs

TOTAL: \$226,704.00 annual rent or approximately \$24.00 per RSF

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$355,029.93 or \$41.49 per ANSI/BOMA Office Area (ABOA) Square Foot, which is included in the rent, using the 8% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease."

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LESSOR U.S. GOVERNMENT &M