

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 2

DATE

3/23/2010

TO LEASE NO.
GS-03B-09350

PEGASYS DOCUMENT #
PS0016340

ADDRESS OF PREMISE 1440 Central Park Blvd
Fredericksburg, VA 22401-4931

THIS AGREEMENT, made and entered into this date by and between
Fredericksburg 35, LLC

whose address is 8405 Greensboro Drive
Suite 830
McLean, VA 22102-5121

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 order Tenant Improvements which exceed the Tenant Improvement allowance, and to establish the exact location of the fifteen (15) reserved parking spaces provided for under the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2009 as follows:

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

"A total of 9,446 rentable square feet (RSF) of office and related space, which yields approximately 8,557 ANSI/BOMA Office Area Square Feet (ABOA SF) of space on the second floor at 1440 Central Park Boulevard, Fredericksburg, VA 22401-4931, as indicated on the floor plan incorporated into the lease under SLA #1, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fifteen (15) reserved parking spaces for exclusive use of official Government vehicles, Government employees, and patrons. The exact location of these 15 reserved spaces are shown on the attached site plan marked 'Exhibit A' "

- B. In a separate correspondence dated December 1, 2009, the Government issued Notice to Proceed for Tenant Improvements in the amount of \$639,055. The Tenant Improvement allowance within the lease is \$355,029.93. The excess Tenant Improvements in the amount of \$284,025.07 shall be paid for via lump sum payment upon receipt of an original invoice after completion, inspection, and acceptance of the space by the GSA Contracting Officer.

This SLA contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: Fredericksburg 35, LLC

(Signature)

Gary D. Rappaport, Manager by
(Title)

(Address)

STATE ACQUISITION DIVISION

Contracting Officer

(Official Title)

- C. Upon completion of the work, please notify Emily Brashears at 215-446-5773 to arrange for an inspection. After Inspection and acceptance of such work by the Government, **an advanced faxed copy of the invoice must be sent to GSA at 215-829-2868 for review and approval. Upon approval by the Contracting Officer, the Lessor must submit the invoice directly to the GSA Finance Office at the following address:**

GSA, Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181.

A proper invoice must reference the following:

- Invoice date
- Name of Lessor as shown on the Lease
- Lease Contract Number, Supplemental Lease Agreement (SLA) Number, and GSA PDN Number
- Cost and Description of Work Completed

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- D. The Notice to Proceed with construction in the amount of \$639,055 was based upon a TI price proposal submitted from the Lessor on November 11, 2009 in the amount of \$606,655, and a proposal for design services submitted on June 15, 2009 in the amount of \$32,400. The TI price proposal was based on the third set of Construction Documents dated September 28, 2009. Due to the fact that the Construction Documents were later revised on November 10, 2009 and November 23, 2009, debits and/or credits shall be issued to the Government for each of the work items that changed from the third iteration of drawings to the fifth and final iteration. Those items shall be processed as change orders and documented in a separate SLA. All change orders to the TI pricing shall be approved in writing by the Contracting Officer.
- E. The Lessor hereby waives restoration as a result of all Tenant Improvements.
- F. The following is hereby inserted into the Rider to Lease on Page 6 of the lease contract:
"21. The Government shall have the ability over the term of the lease to acquire three additional reserved parking spaces at no additional cost to the Government. The location of these spaces shall be immediately adjacent to the 15 spaces outlined in the attached plan marked 'Exhibit A'."

All other terms and conditions of the lease shall remain in force and effect.

INITIALS: EB & EM
LESSOR GOVT