

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5	DATE <i>6/3/2010</i>
	TO LEASE NO. GS-03B-09350	PEGASYS DOCUMENT # PS0017367

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 incorporate Notice to Proceed on the change orders described below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 19, 2010 as follows:

- A. The lessor shall furnish, install and maintain all labor, material, tools, equipment, services and associated work to perform the scope of work in the change orders outlined in the attached proposal.
- B. The total negotiated cost of these change orders, as outlined in the attached proposal last revised on May 13, 2010, is **\$39,116.16**. This change order pricing includes the following items:
 - [REDACTED] for additional general conditions
 - [REDACTED] to furnish and install CMU walls at the exterior of the building for the security gate
 - a [REDACTED] credit for the allowance in the original TI bid
 - [REDACTED] to remove and reinstall a desk in Room 005
 - [REDACTED] to furnish and install the exterior gate and hardware
 - [REDACTED] for drywall patching required in Room 004
 - [REDACTED] to furnish and install various changes to Room 004
 - [REDACTED] to furnish and install metal framing and drywall around a pipe
 - [REDACTED] to furnish and install cove base around the new wall surrounding a pipe

(continued on next page)

This SLA contains 19 pages.

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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

By: Fredericksburg 36, LLC

BY _____
(Signature) GARY D. RAPPAPORT

IN THE PRESE _____
(Signature)

Manager _____
(Title)

_____ _____
(Address)

U _____ CONTRACTING OFFICER DIVISION

B _____
Contracting Officer _____
(Official Title)

- [REDACTED] for required priming and painting in Room 004
- [REDACTED] for priming and painting a wall being built for a 4" pipe
- [REDACTED] to furnish labor and materials to change PVC sanitary vent piping in plenum ceiling to cast iron
- [REDACTED] for GC Fees
- [REDACTED] for A/E Fees
- [REDACTED] for electrical changes outlined in the attached proposal dated 4/17/10
- [REDACTED] for electrical changes outlined in the attached proposal dated 4/29/10

= \$39,116.16 TOTAL

The cost of these change orders 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.

- 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.

INITIALS: BDR & Edm
LESSOR GOVT