| GENERAL SERVICES ADMINISTRATION | SUPPLEMENTAL | DATE |
|--|--------------------|----------------------------|
| PUBLIC BUILDING SERVICES | AGREEMENT NO. | |
| SUPPLEMENTAL LEASE AGREEMENT | 10 | DEC 2 0 2012 |
| SOFFLEMENTAL LEASE AGREEMENT | TO LEASE NO. | DEC SO SOIR |
| | GS-03B-09461 | |
| ADDRESS OF PREMISE Enterchange at Meadowville | | |
| 2101 Bermuda Hundred Road | PDN # PS0024509 | |
| Chester, Virginia 23836-3200 | | |
| THIS AGREEMENT, made and entered into this date by and between: Meadowville LP | | |
| whose address is: One East Pratt Street | | |
| 5th Floor East, C3-C411-5C | | |
| Baltimore, MD 21202-1128 | | |
| 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 establish the substantial completion date of the mezzanine alterations, to establish the total cost for project change orders, to increase the operating costs of the lease by \$25,000.00 annually and adjust the base cost of services which is subject to future operating cost adjustments, and to include the periodical services information for the Lease. | | |
| NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>June 14, 2012</u> as follows: | | |
| A. The Lessor and Government agree that the alterations to be provided for the project per Supplemental Lease Agreement (SLA) #6 are considered to be substantially complete as of June 14, 2012. | | |
| B. Paragraph 3 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following in inserted in lieu thereof: | | |
| "3. For the period effective June 14, 2012 through November 30, 2015, the Government shall pay the Lessor annual rent of \$936,772.67, plus all accrued escalations per Paragraph 4.3 Operating Costs. (Annual shell rent: \$528,957.54; Annual Operating Rent: \$269,879.32; Annual Tenant Improvements: \$137,935.81). | | |
| For the period beginning December 1, 2015 through November 30, 2020, the Government shall pay the Lessor annual rent of \$901,574.02, plus all accrued escalations per Paragraph 4.3 Operating Costs. (Annual shell rent: \$631,694.70; Annual Operating Rent: \$269,879.32). Rent for a lesser period shall be pro-rated. Rent checks shall be made payable to: Meadowville LP, c/o Morton G. Thalhimer, Inc., 11100 W. Broad Street, P.O. Box 5160 (23058-5160), Glen Allen, VA 23060-5183." | | |
| This Supplemental Lease Agreement 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 | e date. | - William K. Mihm |
| LE T | ∽ Vice Pr | esident/Assistant Secretar |
| ВУ | | (Title) |
| IN TH | | |
| A. SAL | | |
| | | (Address) |
| (Digitatore) | | (Address) |
| UNITED STATES OF AMERICA General Services Administration, Real Estate Acquisition Division | | |
| BY | Contracting Office | |
| (Organiale) | | Official Title) |

Lessor Government Government Supplemental Lease Agreement No. 10

Supplemental Lease Agreement No. 10 CONTINUED

To Lease No. GS-03B-09461

- C. Paragraph 12 of the Rider to the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:
- "12. For the purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the new cost of services figure shall be \$269,879.32. The new base year for Operating Cost Escalation is 2011. The next Operating Cost Escalation is due December 1, 2012."
- D. This SLA formally and officially issues Notice to Proceed in the amount of \$77,891.69 for the following change orders:

Change Order #1 – Market Boards, Elevator Pads, Cab Kick Rail, and 17 Additional Data Outlets - Change Order #2 – Battery Lowering - Change Order #3 – Fire Alarm - Change Order #4 – Additional Electric for UPS in Sub Com – NO CHARGE

Change Order #5 – Six Fiber Optic Runs and Installation of 3" Conduit from Server Room to Data Room - Change Order #7 – Additional HDMI locations and Additional Data Cabling - Change Order #9 – Additional Cabling and Additional 500' of Conduit for Cabling - Change Order #10 – Installation of Brackets and TVs

E. The Government shall reimhurse the Lessor in the amount of \$77,891.69 for the Change Orders identified in Paragraph D above upon completion of the work, inspection, and acceptance by the Government, and receipt of an invoice. An advanced faxed copy of the invoice must be sent to GSA at (215) 446-6193 for review and approval. Upon approval by the Contracting Officer, the Lessor must submit the properly executed invoice directly to the GSA Finance Office electronically 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 (3PRSB) 20 North Eighth Street, 8th Floor Philadelphia, PA 19107-3191 Attn: Joe Beck

For an invoice to be considered proper, it must:

- Be received after the execution of this SLA;
- Reference the Pegasys Document Number (PDN No. PS0024509) specified on this form (PS) Lease Contract Number, and SLA Number;
- Include a unique, vendor-supplied, invoice number (and invoice date);
- Indicate the exact payment amount requested with cost and description of work completed; 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).

Lessor Government Supplemental Lease Agreement No. 10

GSA FORM 276 (REV. 7-67)

Supplemental Lease Agreement No. 10 CONTINUED

To Lease No. GS-03B-09461

F. Janitorial services shall be provided in the Mezzanine areas per the requirements of Lease Paragraph 4.8 JANITORIAL SERVICES (AUG 2008).

Lessor Government Supplemental Lease Agreement No. 10

GSA FORM 276 (REV. 7-67)