GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL	DATE
PUBLIC BUILDING SERVICES	AGREEMENT No. 1	
SUPPLEMENTAL LEASE AGREEMENT	NO. 1	9-1-10
	TO LEASE NO.	
- PADE AN OF PARTINGS	GS-03B-0946	1
ADDRESS OF PREMISE Enterchange at Meadowville	ACT Number	7
2101 Bermuda Hundred Road Chester, Virginia 23836-3200		
Criester, Virginia 20000-0200		ine
THIS AGREEMENT, made and entered into this date by and between Meadowville LP		
whose address is 2600 Citadel Plaza Drive Houston, TX 77008-1351		
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 modify square footage; annual rental, percentage of occupancy and common area factor		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lesse is amended, effective <u>see below</u> , as follows:		
A. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in their entireties and the following text is inserted in lieu thereof: "1. The Lessor hereby leases to the Government the following described premises: A total of 134,172 ANSI/BOMA Office Area (previously usable) of office and warehouse space (138,834 rentable square feet (RSF)) located at the Enterchange at Meadowville, 2101 Bermuda Hundred Road in Chester, Virginia 23836-3200. Included in the rent at no additional cost to the Government are 30 reserved, secure parking spaces for exclusive use of Government employees and patrons. To be used for such purpose as may be determined by the General Service Administration."		
B. Paragraph 14 of the lease Rider to lease is deleted in its entirety by deleting the existing text and inserling in fleu thereof the following: "14. Lessor shall complete the building shall 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 60 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.		
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 10 consecutive calendar years. 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 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:		
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.		
133 SON	end farther M.	Candace DuFour
		Vice President
- CONTRACTOR OF THE CONTRACTOR		(Title)
	Legal 2600 Crt	ADEL PLAZA DANE ,/ Kuston
	Tx	(Address)
UNITED STATES OF AMERICA		
	∧	ing Office
and the second s	Com	racting Officer
		(Official Title)

SUPPLEMENTAL LEASE AGREEMENT No. 1

TO LEASE NO. GS-03B-09461

Years I through 5:

Shell Rent: \$528,957.54 per year or approximately \$3.81 per Rentable Square Foot

Amortized annual cost for Tenant Improvement Allowance": \$137,440.01 total per year.

Interest rate at which Tenant Alterations are amortized: 10%

Annual Cost of Services: \$236,017.80 per year or approximately \$1.70 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs" **

Years 6 through 10:

Shell Rent \$631,694.70 per year or approximately \$4.55 per Rentable Square Foot,

Annual Cost of Services: \$236,017.80 per year or approximately \$1.70 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs" **

"The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$539,055.60, which is included in the rent, using the 10% amortization rate over the firm term of 5 years. The Government, at its election, may pay tump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 10% 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.

** The government's electrical cost per the GSA form 1217 of Solicitation for Offers 9VA2373 is \$.6080/ per rentable square foot. The electrical cost is included within the "Annual Cost of Services" as set forth on Page 4 of 98 of this Lease, and is a component of the \$1.70 per rentable square foot as set forth on page 4.

Upon submission of the Government's electrical specifications, the lessor shall provide an adjustment for the electrical costs, that is determined to be fair and reasonable by the Government. Or the Government shall have the option to convert this lease to a not of electric lease.

- C. Paragraph 10 of the lease is deleted in its entirety by deleting the existing text and inserting in fleu thereof the following:

 10. The total percentage of space occupied by the Government under the terms of the lease is equal to 60.863275% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rate share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 138,834 rentable square feet by the total building space of 228,108 rentable square feet.
- D. Paragraph 11 of the lease is deleted in its entirety by deleting the existing text and inserting in lieu theroof the following:

11. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.034746449 (138,834 RSF/134,172 ABOA SF).

E. Page 98 of 98 of the trase is deleted in its entirety by deleting the existing floor plan and inserting in lieu thereof the following revised floor plan contained in this Supplemental Lease Agreement number 1, page 3 of 3, of the lease contract.

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