

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5	DATE 9-22-11
	TO LEASE NO. GS-03B-09461	

ADDRESS OF PREMISE Enterchange at Meadowville 2101 Bermuda Hundred Road Chester, Virginia 23836-3200	ACT Number
---	------------

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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2010, 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 2 of Standard Form 2 of the lease is hereby deleted in their entireties and the following text is inserted in lieu thereof:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2010 through November 30, 2020, subject to termination and renewal rights as may be hereinafter set forth."

C. Paragraph 3 of Standard Form 2 of the lease is hereby deleted in their entireties and the following text is inserted in lieu thereof:

3. "Effective December 1, 2010 the Government shall pay the lessor annual rent of \$902,911.15 for years 1 to 5, plus all accrued escalations per Paragraph 4.3 Operating Costs. (Annual shell rent: \$528,957.54, Annual operating cost: \$236,017.80, Annual tenant improvements: \$137,935.81.) The total Tenant Improvement Allowance of \$541,000.00 shall be amortized for 60 months at a 10% amortization rate."

"Effective as of December 1, 2015, the Government shall pay the lessor annual rent of \$867,712.50 for years 6 to 10 plus all accrued escalations per Paragraph 4.3 Operating Costs. (Annual shell rent: \$631,694.70, Annual Operating base cost: \$236,017.80) Rent for a lesser period shall be pro-rated."

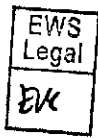
All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Meadowville LP

[Redacted Signature]

IN THE PRESENCE OF [Redacted Name]

[Redacted Signature]



Jeffrey A. Tucker
Sr. Vice President/General Counsel
(Title)

2600 CITADEL PLAZA DRIVE
HOUSTON, TEXAS 77008
(Address)

Contracting Officer
(Official Title)