

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 2	DATE MAR 01 2011
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-03B-09485	
ADDRESS OF PREMISE LMR Building, Inc. 4300 Crossings Blvd. Prince George, Virginia 23875-1452	PDN # PS0018517	Page 1 of 3
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">Logistics Management Resources, Inc.</p> <p>whose address is 4300 Crossings Blvd. Prince George, VA 23875-1452</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to establish the lease term, to establish the annual rent, to accept the tenant improvement build out that is amortized in the rent as well as establish the lump sum payment amount.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 13, 2011, as follows:</p> <p>A. Paragraph 2 of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:</p> <p style="padding-left: 40px;">"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 13, 2011, through January 12, 2021, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>B. Paragraph 3 of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:</p> <p style="padding-left: 40px;">"3. The Government shall pay the Lessor annual rent of \$187,061.40 at the rate of \$15,588.46 per month in arrears for years 1 through 5. See Rider to LEASE GS-03B-09485 under paragraph 10 for further clarification. Rent for a lesser period shall be prorated. Payment shall be made electronically and made payable to: LOGISTICS MANAGEMENT RESOURCES INC., 4300 CROSSINGS BLVD, PRINCE GEORGE, VA 23875-1452."</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LE [Redacted] INC. BY [Redacted] IN THE PRESENCE OF [Redacted]	<i>Vice President Contracts</i> _____ (Logistics Management Resources, Inc.) 4300 Crossings Blvd Prince George, VA 23875 _____ (Address)	
UNITED STATES OF AMERICA - General Services Administration, South Service Center - Richmond Section BY [Redacted]	Contracting Officer _____ (Official Title)	

SCANNED

TO LEASE NO. **GS-03B-09485**

C. Paragraph 4 of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

QJB
120

"4. The Government may terminate this lease in whole or in part at any time after January 12, 2016 by giving at least *90* calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

D. Paragraph 10 of the Rider to the LEASE GS-03B-09485 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"10. Rental shall be paid in accordance with clauses 19 and 20 of the General Clauses, GSA Form 3517, entitled "Prompt Payment" and "Electronic Funds Transfer Payment," based on the following schedule:

January 13, 2011 through January 12, 2016:

Base Building Shell:	\$116,525.59 (\$18.29 per ABOA)
Annual Cost of Services*:	\$ 43,131.67 (\$ 6.77 per ABOA)
Amortized annual cost for TI Allowance	\$ 27,404.23
Gross Annual Rental**:	\$187,061.49
Annual rent shall be	\$187,061.49 (\$15,588.46 per month).

January 13, 2016 through January 12, 2021:

Base Building Shell:	\$ 93,335.15 (\$14.65 per ABOA)
Annual Cost of Services*:	\$ 43,131.67* (\$ 6.77 per ABOA)
Gross Annual Rental**:	\$136,466.82
Annual rent shall be	\$136,466.82 (\$11,372.24 per month).

* Annual Cost of Services is adjusted each year in accordance with Paragraph 4.3 of the Solicitation for Offers (SFO) entitled "OPERATING COSTS (SEP 2009)."

**Gross Annual Rental will change each year on the anniversary date of the lease as a result of the Cost of Services Adjustment."

The parties agree that the actual amount of tenant improvements (TI) spent for construction was \$321,082.88. The cost of the construction and installation of the tenant improvements to the leased premises above the base building shell includes the following: the cost of all alterations outlined in the design intent drawings and construction drawings for the interior office space, the preparation of the construction drawings, all approved Change Orders, and construction administration. Of that amount, \$117,417.61 will be amortized over the 5-year firm term period of the lease contract at an interest rate of 6.25%. The tenant improvement allowance will be fully paid at completion of Year 5 of the lease and shall be eliminated from the Gross Annual Rental for Years 6 through 10 of the lease.

The remaining balance of \$203,665.27 shall be paid to the Lessor in adherence to the stipulations outlined in Paragraph F below.

INITIALS:

LESSOR *HL*

U.S. GOVERNMENT *QJB*

SCANNED

TO LEASE NO. **GS-03B-09485**

E. The cost for the construction and installation of the Tenant Improvements to be amortized into the rental rate includes the following change orders, which were issued after the original Notice to Proceed for the Tenant Improvement work on September 23, 2010:

- Lithonia Light Fixtures █
- Lockers █
- Door/hardware for Doors 1, 6, 10 █
- Security/Aiphone █
- Ceiling Tiles █
- 200A 42 Circuit Panel █
- Installation of 3 Projector Screens █

F. The Government shall reimburse the Lessor in the amount of \$203,665.27 for the work in Paragraph D upon completion of the work, inspection, and acceptance by the Government, and receipt of a properly furnished invoice.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
 Public Buildings Service
 Attn: Joe Beck
 20 North 8th Street
 Philadelphia, PA 19107

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference Pegasys Document Number (PDN) PS0018517,
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the Lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

n/a

INITIALS:

LESSOR Na

U.S. GOVERNMENT JB

SCANNED