

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 1	DATE 11/30/11
	TO LEASE NO. GS-03B-12007	
ADDRESS OF PREMISE 150 Boush Street, Suite 401 Norfolk, VA 23510-1626	PEGASYS DOCUMENT NUMBER (PDN)	

THIS AGREEMENT, made and entered into this date by and between TOWN POINT FINANCIAL ASSOCIATES, LLC whose address is 150 BOUSH STREET, STE 1200 NORFOLK, VA 23510-1626

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 lease commencement date and Annual Rental payments.  
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2011, as follows:

- A. Paragraph 2 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:  
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2011 through November 30, 2021, subject to termination and renewal rights as may be hereinafter set forth."
- B. Paragraph 3 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:  
"3. The Government shall pay the Lessor an annual rent of \$111,157.37 at a rate of \$9,263.11 per month in arrears. This figure consists of \$85,185.75 for the Shell Rent and \$25,971.62 for the Annual Cost of Services. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Town Point Financial Associates, LLC, 150 Boush Street, Ste 1200, Norfolk, VA 23510-1626."


This Supplemental Lease Agreement contains 2 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 date.

Lessor: TOWN POINT FINANCIAL ASSOCIATES, LLC

  
(Signature)

  
919 Waterside Dr, Ste 2300  
Norfolk, VA 23510  
(Address)

United States of America, General Services Administration, Public Buildings Service

BY 

Contracting Officer  
(Official Title)

Initials:    &     
Lessor                      Government

**SUPPLEMENTAL LEASE AGREEMENT**

NO. 1

TO LEASE NO. GS-03B-12007

C. Subparagraph 6.C of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"6.C. In accordance with Paragraph 2.4 of the Lease, 'Broker Commission and Commission Credit', the Lessor and Jones Lang LaSalle (the Broker) have agreed to a cooperating lease commission of [REDACTED] based on Aggregate Lease Value over the firm term. The total amount of this commission is [REDACTED] (Gross Commission). For the benefit of the Government, and in accordance with terms of the GSA National Broker Contract, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, i.e., [REDACTED] (Net Commission), to the Broker in one (1) installment, one hundred percent (100%), upon receipt of invoice following lease execution. The Lessor shall pay the Broker no additional commissions associated with this lease transaction.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month's rental payment and continue as indicated in this schedule for adjusted monthly rent:

First (1<sup>st</sup>) Month's Rental Payment of \$9,263.11 (which includes \$7,098.81 shell) minus [REDACTED] Commission Credit equals [REDACTED] adjusted month's rent.

As Commission Credit is fully captured after the first month's rent adjustment, second month's rental payment shall be \$9,263.11 (consisting of \$7,098.81 shell plus \$2,164.30 operating costs).

"Subject to adjustment upon determination of actual TI expenditure."

D. This Supplemental Lease Agreement (SLA) is being executed to establish the Government's desire to start rent before the completion of Tenant Improvements. The Annual Rent, as described in paragraphs B and C above, represents the Shell and Annual Cost of Services only, as described in Paragraph 12, Years 1 through 5, of the Rider to the Lease. The Rental Rate associated with the Tenant Improvements and Building-Specific Security, as identified in Paragraph 12, Years 1 through 5, of the Rider to the Lease shall commence upon the Government's Official Inspection and Acceptance of the Tenant Improvements and shall continue for five (5) consecutive calendar years. Upon completion of all alterations, improvements and repairs, the premises shall be inspected and accepted by the Government. Accordingly, a subsequent Supplemental Lease Agreement will be issued to memorialize formal acceptance of the Tenant Improvements, identify the new Annual Rental, and determine the exact Termination Date as identified in Paragraph 4 of the Standard Form 2 of the Lease.

Initials:

  
Lessor

&amp;

  
Government

GSA FORM 278