

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 90	DATE <i>29 Jan. '09</i>
	TO LEASE NO. GS-03B-20068	PEGASYS DOCUMENT NUMBER PS0013818

ADDRESS OF PREMISE 116 Lakeview Parkway
Suffolk, Virginia 23435-2659

THIS AGREEMENT, made and entered into this date by and between

whose address is 116 Lakeview Parkway, LLC
30 Broad Street, 35th Floor
New York, New York 10004-2304

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 provide for design services and space alterations outlined in Exhibit A (attached).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 23, 2009:

1. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work outlined in Exhibit A.
2. Five (5) working days prior to completion of said work, please notify Rob Quinn, GSA Construction Representative at 757-441-3125 to arrange for a site inspection.
4. Upon completion of the outlined work in Exhibit A by JP Harvey and CMSS now identified as Phase 1, and inspection and acceptance of said work by the Government, the Government shall pay the Lessor a one-time lump sum payment not to exceed \$26,786.00.

Upon completion of the outlined work in Exhibit A by Mid Atlantic and BHI now identified as Phase 2, and inspection and acceptance of said work by the Government, the Government shall pay the Lessor a one-time lump sum payment not to exceed \$120,419.63.
5. All work for this project shall be performed according to the "General Conditions for Lease Alterations" (Exhibit B), a copy of which is hereby attached and made part of this lease.
6. All work shall be performed during normal working hours with minimal amount of interference and disruption to office operations.

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: 11 [Redacted]
BY _____
IN THE PRES _____
_____ *SEP* _____
(Title)
30 Broad St., 35FL NYC 10004
(Address)

UNITED STATES OF AMERICA, GSA, PBS, Chesapeake Service Center
BY [Redacted] _____
Contracting Officer
(Official Title)

5. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:
General Services Administration (GSA)
Greater Southwest Region (7BC)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service
Chesapeake Service Center (3PC)
Attn: Mr. Sandro "Sam" Ruiz, Realty Contracting Officer
20 North 8th Street, 9th Floor
Philadelphia, PA 19107-3191

For an invoice to be considered proper, it must:

1. Be received after the execution of this SLA
2. Reference the Pegasys Document Number (PDN) specified on this form
3. Include a unique, vendor-supplied, invoice number
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

6. The Lessor hereby waives restoration as a result of all improvements.