

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL LEASE AGREEMENT No. 1	DATE <i>15 Sept. 2011</i>
		TO LEASE NO. GS-03B-11334	PEGASYS DOCUMENT NUMBER PS0021356
ADDRESS OF PREMISE 105 Tech Parkway Building 5 Stafford, Virginia 22556-8618			
THIS AGREEMENT, made and entered into this date by and between whose address is Route 610 Investments, LLC 400 Charles Street Fredericksburg, Virginia 22401-5761 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 the lease effective date; commencement of annual rent and; reimburse the Lessor a one-time lump sum payment for Building & Site-specific security enhancement costs, the Government's partial buy-down of the Tenant Improvement (TI) costs and change order costs associated with the initial build-out of the Government's leased space. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>September 2, 2011</u> : A. Paragraph 2 of Standard Form (SF) 2 of the lease is hereby amended by deleting the existing text in its entirety and substituting the following in lieu thereof: "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning September 2, 2011 through September 1, 2021, subject to termination rights as may be hereinafter set forth." B. Paragraph 3 of Standard Form (SF) 2 of the lease is hereby amended by deleting the existing text in its entirety and substituting the following in lieu thereof: "3. The Government shall pay the Lessor annual rent of \$865,948.31, at the rate of \$72,162.35 per month in arrears, subject to future adjustments as set forth in the lease. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Route 610 Investments, LLC 400 Charles Street Fredericksburg, Virginia 22401-5761." 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: Route 610 Investments, LLC		PRESIDENT, NSLBT DEVELOPMENT, INC.	
BY <i>Thomas J. Wark</i> (Signature)	SOLE MEMBER OF ROUTE 610 INVESTMENTS, LLC (Title)		
IN THE PRESENCE OF <i>Cheryl</i> (Signature)	400 Charles St Fredericksburg VA 22401 (Address)		
UNITED STATES OF AMERICA, GSA, PBS, Real Estate Acquisition Division			
BY <i>[Signature]</i> (Signature)	Contracting Officer (Official Title)		

C. For Building & Site-specific security enhancement costs of \$486,235.00; the Government's partial buy-down of \$173,833.92 of the total Tenant Improvement (TI) costs and; change order costs of \$35,000.00 associated with the initial build-out of the Government's leased space, the Government shall reimburse the Lessor a one-time lump sum total payment in the exact amount of \$695,068.92, subject to receipt and acceptance of a properly completed invoice from the Lessor to GSA Finance.

D. The total Tenant Improvement (TI) allowance to be amortized in the rent is \$861,096.00, at an amortization rate of 5.95%, over a 120 month period. In accordance with lease negotiations, the Tenant Improvement amortization term reflects a 120 month period which exceeds the sixty (60) month firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

E. The rental rates specified in Paragraph 14 of the Rider to Lease are hereby deleted and replaced in lieu thereof with the following:

"14. ...Years 1 through 5:

The total annual rent of \$865,948.31 breaks down as follows*:

Shell Rent: \$572,956.33 per year or \$18.71 per rentable square foot;

Amortized annual cost for Tenant Improvement Allowance*: \$114,459.89 per year;

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 5.95% over a 120 month period, which exceeds the sixty (60) month firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

Interest rate at which Tenant Improvements are amortized: 5.95%.

Annual Cost of Services: \$178,532.09 per year or \$5.83 per rentable square foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: \$0.00 per year or \$0.00 per space/annually.

Years 6 through 10:

The total annual rent of \$923,825.78 breaks down as follows*:

Shell Rent \$630,833.80 per year or \$20.60 per rentable square foot,

Amortized annual cost for Tenant Improvement Allowance*: \$114,459.89 per year;

Annual Cost of Services: \$178,532.09 per year or \$5.83 per rentable square foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: \$0.00 per year or \$0.00 per space/annually..."