

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 2	DATE 3 JAN. 2011
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-03B-09451	
ADDRESS OF PREMISE The Spelna Building 225 Industrial Court Fredericksburg, Virginia 22408-2443		
THIS AGREEMENT, made and entered into this date by and between		
<p style="text-align: center;">Spelna Inc.</p>		
whose address is 225 Industrial Court Fredericksburg, Virginia 22408-2443		
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 revise the total amount of Tenant Improvement (TI) allowance to be amortized in the rent and establish the lease term and annual rental payments.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>December 8, 2010</u> as follows:		
A. Paragraph A of SLA #1 is hereby amended by deleting the existing text in its entirety and substituting the following in lieu thereof:		
"Due to Government-approved Tenant Improvement (TI) change orders (Exhibit A) totaling \$280.00 during the build-out phase, the total Tenant Improvement (TI) allowance the Government has elected to amortize in the rent has increased from \$18,348.12 to \$18,628.12."		
B. Paragraph 2 of the Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:		
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 8, 2010 through December 7, 2020, subject to termination and renewal rights as may be hereinafter set forth."		
C. 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. For the period beginning December 8, 2010 through December 7, 2015, the Government shall pay the Lessor annual rent of \$15,812.50, at a rate of \$1,317.71 per month in arrears. For the period beginning December 8, 2015 through December 7, 2020, the Government shall pay the Lessor annual rent of \$41,488.50, at a rate of \$957.38 per month in arrears. Rental rates are subject to annual operating rate adjustments in accordance with Paragraph 4.3 of the Solicitations For Offers (SFO) entitled "OPERATING COSTS (SEP 2009)." Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Spelna, Inc., 225 Industrial Court, Fredericksburg, VA 22408-2443."		
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: Spelna Inc.		
BY _____ (Sign)	<u>Governor/Morales</u> (Title)	
IN THE PRESENCE OF _____ _____	<u>225 Industrial Ct., Fred. VA 22408</u> (Address)	
_____	ation, Chesapeake Service Center	
BY _____	<u>Contracting Officer</u> (Official Title)	

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D. Paragraph 4 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"4. The Government may terminate this lease in whole or in part at any time after December 7, 2015 by giving at least ninety (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."

E. Paragraph 10 of the Rider to the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"11. Rental shall be paid in accordance with paragraph 6 of the General Clauses, GSA Form 3517A, entitled 'Prompt Payment (SEP 1999)'. The rent breakdown for the term beginning December 8, 2010 through December 7, 2015 is as follows:

Shell Rent:	\$4,381.50 \$4,383.90
Amortized annual cost for Tenant Alteration Allowance*:	\$4,384.00 \$4,221.60
Annual Cost of Services**	\$7,107.00
Gross Annual Rental ***	\$15,812.50

The rent breakdown for the term beginning December 8, 2015 through December 7, 2020 is as follows:

Shell Rent:	\$4,381.50 \$4,383.90
Annual Cost of Services**	\$7,107.00
Gross Annual Rental ***	\$11,490.90

* The parties agree that the actual amount of tenant improvements being amortized into the rental payments is \$18,628.12. This amount shall be amortized at a 6% interest rate for five (5) years of the lease firm term.

**Annual Cost of Services is adjusted each year in accordance with Paragraph 4.3 of the Solicitation For Offers (SFO) entitled 'OPERATING COSTS (SEP 2809)'.
*** Gross Annual Rental will change each year on the anniversary date of the lease as a result of the Cost of Services adjustment."

F. This Supplemental Lease Agreement (SLA) contains two (2) pages.

Handwritten signature and initials: [Signature] H-11-11

INITIALS:

LESSOR

Handwritten initials of Lessor

U.S. GOVERNMENT

Handwritten signature of U.S. Government