




<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT No. 2</p>	<p>DATE <i>1-31-11</i></p>
<p>ADDRESS OF PREMISE <i>Enterchange at Meadowville 2101 Bermuda Hundred Road Chester, Virginia 23836-3200</i></p>		<p>TO LEASE NO. GS-03B-09461</p> <p>ACT Number</p>
<p>THIS AGREEMENT, made and entered into this date by and between Meadowville LP whose address is 2600 Citadel Plaza Drive Houston, TX 77008-1351 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government; WHEREAS, the parties hereto desire to amend the above Lease. Commencement of Rent</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>December 1, 2010</u>, as follows:</p> <p>A. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in their entireties and the following text is inserted in lieu thereof: "1. The Lessor hereby leases to the Government the following described premises: A total of 134,172 ANSI/BOMA Office Area (previously usable) of office and warehouse space (138,834 rentable square feet (RSF)) located at the Enterchange at Meadowville, 2101 Bermuda Hundred Road in Chester, Virginia 23836-3200. Included in the rent at no additional cost to the Government are 30 reserved, secure parking spaces for exclusive use of Government employees and patrons. To be used for such purpose as may be determined by the General Service Administration."</p> <p>B. Paragraph 2 of Standard Form 2 of the lease is hereby amended by adding to the existing text the following: "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2010 through November 30, 2020, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>C. Paragraph 3 of Standard Form 2 of the lease is hereby amended by adding to the existing text the following**:</p> <p>3. "Effective December 1, 2010 the Government shall pay the lessor annual rent of \$ 754,975.34 for years 1 to 5, plus all accrued escalations per Paragraph 4.3 Operating Costs." (Shell rent: \$3.81 per rentable square foot, Operating base cost: \$1.70 per rentable square foot.)</p> <p>"This annual rental rate shall be adjusted to include the Tenant Improvement Allowance set forth in Paragraph 14 of the rider to Standard Form 2 of the lease, as amended by Supplemental Lease Agreement No. 1. Once all tenant improvements/ alterations have been completed within the Government's leased space. A subsequent SLA shall be issued to the lessor for the new adjusted annual rental rate."</p> <p>"Effective as of December 1, 2015, the Government shall pay the lessor annual rent of \$867,712.50 for years 6 to 10 plus all accrued escalations per Paragraph 4.3 Operating Costs. (Shell rent: \$4.55 per rentable square foot, Operating base cost: \$1.70 per rentable square foot.) Rent for a lesser period shall be pro-rated."</p> <p>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.</p>		
<p>LESSOR: Meadowville LP</p> <p></p> <p></p>	<p>Jeffrey A. Tucker Sr. Vice President/General Counsel (Title)</p> <p><i>2600 Citadel Plaza Dr. Houston, Tx 77008-1351</i> (Address)</p>	
<p>UNITED STATES OF AMERICA</p> <p></p> <p>(Signature)</p>	<p>Contracting Officer (Official Title)</p>	

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SUPPLEMENTAL LEASE AGREEMENT

No. 2


TO LEASE NO.

G5-03B-09461

** The government's electrical cost per the GSA form 1217 of Solicitation for Offers 9VA2373 is \$.8080/ per rentable square foot. The electrical cost is included within the "Annual Cost of Services" as set forth on Page 4 of 98 of this Lease, and is a component of the \$1.70 per rentable square foot as set forth on page 4. Upon submission of the Government's electrical specifications, the lessor shall provide an adjustment for the electrical costs, that is determined to be fair and reasonable by the Government. Or the Government shall have the option to convert this lease to a net of electric lease

C. Paragraph 10 of the lease is deleted in its entirety by deleting the existing text and inserting in lieu thereof the following:
10. The total percentage of space occupied by the Government under the terms of the lease is equal to 80.863276% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 138,834 rentable square feet by the total building space of 228,108 rentable square feet.

D. Paragraph 11 of the lease is deleted in its entirety by deleting the existing text and inserting in lieu thereof the following:
11. Common Area Factor
The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.034746449 (138,834 RSF/134,172 ABOA SF).

 / M.S.