

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT (SLA) No. 6	DATE <u>11/19/2011</u>
	TO LEASE NO. GS-03B-09461	
ADDRESS OF PREMISE Enterchange at Meadowville 2101 Bermuda Hundred Road Chester, Virginia 23836-3200	Pegasys Document Number PS0021822	

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:

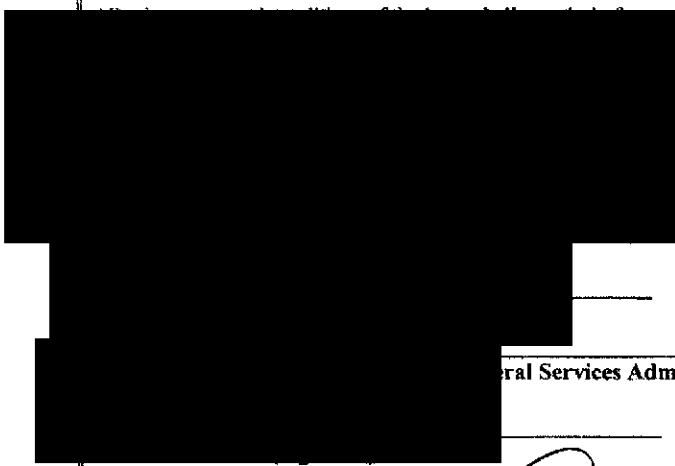
WHEREAS, the parties hereto desire to amend the above Lease: **To provide for alterations at the [REDACTED] to include the design and construction of the mezzanine space.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 14, 2011 as follows:

A. Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services, and associated work to perform the necessary alterations as outlined in this Supplemental Lease Agreement (SLA). This SLA consists of the following documents hereto attached and incorporated into the lease contract:

1. GSA Form 276
2. General Conditions for Lease Alterations
3. Scope of Work comprised of :
 - a. Narrative dated August 15, 2011
 - b. Conceptual drawings dated August 2, 2011
 - c. Meeting comments generated by Bill Van Buren dated August 5, 2011
4. Lessor's Final Proposal dated September 29, 2011

This Supplemental Lease Agreement contains 32 pages.



and effect.
of the above date.

1. Partner
 EWS
 Legal
 EWS

Jeffrey A. Tucker
Sr. Vice President/General Counsel

2600 CITADEL PLAZA DRIVE
 HOUSTON (Address)
 TX 77008

ral Services Administration, Real Estate Acquisition Division

Contracting Officer
 (Official Title)

Lessor [REDACTED] Government [Signature]
 Supplemental Lease Agreement No. 6

Supplemental Lease Agreement
No. 6 CONTINUED

To Lease No.
GS-03B-09461

B. The total negotiated cost for the alterations of the mezzanine space is **\$1,229,902.38** and is broken down as follows:

Associated fees have been negotiated and agreed upon as follows:

- a. General Conditions (GC) - 4% fee
- b. Overhead and Profit (O&P) - 4% fee
- c. Weingarten Realty (WRI) Management - 5% fee

1. Design including permit ready design submissions to include fees:

+ [REDACTED] (GC fee)
+ [REDACTED] (O&P fee)
= [REDACTED]
+ [REDACTED] (WRI)
= [REDACTED]

2. Construction Buildout to include fees:

+ [REDACTED] (GC fee)
+ [REDACTED] (O&P fee)
= [REDACTED]
+ [REDACTED] (WRI)
= [REDACTED]

C. This constitutes as Notice to Proceed for items 1 and 2 mentioned above in Paragraph B for **\$1,229,902.38**. The Lessor shall complete the following:

- a. The Lessor shall be responsible to provide an updated schedule to the GSA Contracting Officer within five (5) calendar days of this SLA (October 19, 2011). The schedule is to include the major construction milestones.
- b. By October 28, 2011, fourteen (14) calendar days after Notice to Proceed, the Lessor shall provide a complete set of permit ready design drawings.
- c. By January 26, 2012, ninety (90) calendar days after the acceptance of the permit ready design drawings, the Lessor shall provide all alterations, improvements, and repairs required by this Supplemental Lease Agreement (SLA) and deliver the space alterations.

The alterations shall be paid via one-time lump sum payment to the Lessor upon the Government's inspection, acceptance, and approval of the said alterations.

Lessor [REDACTED] Government
Supplemental Lease Agreement No. 6



GSA FORM 276 (REV. 7-67)

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No. 6 CONTINUED

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D. Add Alternatives:

Number (1) - Satellite pad for two satellite dishes to include an 8 foot high chain link fence around the perimeter and a 4" PVC conduit leading from room 212 to the concrete equipment pad.

Number (2) - Gravel lay down area

Before moving forward with the construction of the work for these two alternatives, the General Services Administration (GSA) must conduct a National Environmental Policy Act (NEPA) and State Historic Preservation Office (SHPO) review of the construction. The Government has the right to elect one or both of these options at least 60 days from the date of the completed NEPA and SHPO reports.

A separate Notice to Proceed will be provided in a subsequent Supplemental Lease Agreement for one or both of these alternatives. Anything completed prior to that approval will be at your own risk and will not be reimbursed. The Lessor agrees to provide these alternatives at the Government's request.

Add Alternatives to include fee is **\$55,339.20** and is broken down as follows:

- a. Number (1) - Satellite pad with 8 foot high chain link fence and a 4" PVC conduit leading from room 212 to the concrete equipment pad:

+	[REDACTED]	(GC fee)
+	[REDACTED]	(O&P fee)
=	[REDACTED]	0
+	[REDACTED]	(WRI)
=	[REDACTED]	

- b. Number (2) - Gravel lay down area:

+	[REDACTED]	(GC fee)
+	[REDACTED]	(O&P fee)
=	[REDACTED]	
+	[REDACTED]	(WRI)
=	[REDACTED]	

E. The lessor should NOT proceed with any additional scope or requested changes that are not explicitly provided by the GSA Contracting Officer.

F. Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

A properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BC)
P.O. Box 17181
Forth Worth, TX 76102-0181

Lessor  Government
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