

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 2	DATE 4/6/10
---	---------------------------------	----------------

SUPPLEMENTAL LEASE AGREEMENT	ADDRESS OF PREMISE 106 Juliad Court Fredericksburg, VA 22406-1145	TO LEASE NO. GS-03B-09353
------------------------------	---	------------------------------

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

Culpeper Investments, LLC

whose address is: c/o Sona Homes  
106 Juliad Court, Suite 201  
Fredericksburg, VA 22406-1145

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 commence rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 9, 2010, as follows:

- A. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:  
"1. The Lessor hereby leases to the Government the following described premises: 10,000 ANSI/BOMA Office Area square feet of warehouse and related space and 10 surface parking spaces at the building located at 106 Juliad Court, Fredericksburg, VA 22406-1145 to be used for such purpose as may be determined by the Government."
- B. Paragraph 2 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:  
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 9, 2010 through March 8, 2020, subject to termination and renewal rights as may be hereinafter set forth."
- C. Paragraph 3 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:  
3. "Effective March 9, 2010 the Government shall pay the lessor annual rent in accordance with the following schedule:

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: Culpeper Investments, LLC

BY [Signature]  
(Signature)

MANAGING PARTNER  
(Title)

IN THE PRESENCE OF  
[Signature]  
(Signature)

106 JULIAD CT, STE 201, FBURG, VA 22406  
(Address)

UNITED STATES OF AMERICA

BY [Signature]  
(Signature)

Contracting Officer  
(Official Title)

Initials: AA  
Lessor

JH  
Government

SCANNED page 1 of 3

SUPPLEMENTAL LEASE AGREEMENT

No. 2

TO LEASE NO.

GS-03B-09353

Years 1 through 5:

**Annual Shell Rent:** \$78,291.00 (\$7,829.10 per ANSI/BOMA Office Area Square Foot (ABOA)).

**Amortized annual cost for Tenant Improvements:** \$15,015.73 (\$1,501.573 per ABOA) These figures represent the total Tenant Improvement allowance of \$63,800.00 amortized at 6.6% for 5 years.

**Annual Cost of Services:** \$16,946.00 (\$1,694.60 per ABOA) plus accrued escalations per Paragraph 2.2, Operating Cost Escalations.

Years 6 through 10:

**Annual Shell Rent:** \$90,761.00 (\$9,076.10 per ABOA).

**Amortized annual cost for Tenant Improvements:** \$0.00 per ABOA.

**Annual Cost of Services:** \$16,946.00 (\$1,694.60 per ABOA) plus accrued escalations per Paragraph 2.2, Operating Cost Escalations.

Rent shall be paid in arrears. Rent for a lessor period shall be prorated. Rent checks shall be payable to:

Cuiper Investments, LLC

c/o Sona Thomas

106 Juliard Court, Suite 201

Fredericksburg, VA 22406-1145.

D. Paragraph 5.4 "Heating/Cooling : Warehouse" of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"The Lessor shall furnish, install and coordinate with all tenant improvements sufficient warehouse heating and cooling units capable of maintaining the interior of the space at a range 55 degrees to 78 degrees Fahrenheit with all doors closed, throughout the lease term. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual override switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. All controlled thermostats shall be capable of locking to prevent adjustment by unauthorized persons, and shall be secured from manual operation by key or locked cage. A key shall be provided to the Contracting Officer. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom in the aisles. Lessor shall be responsible for installation, repairs and maintenance of said equipment. Electric or utility costs associated with heating and cooling shall be included in the operating cost rental rate."

E. Paragraph 11 of the Rider to the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the "Lessor's Annual Cost Statement", (GSA Form 1217) dated 3/16/2010 which is \$1,694.60 per ANSI/BOMA Office Area square foot is acceptable. This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers."

Initials:

AA

Lessor

JH

Government

SCANNED

page 2 of 3

GSA FORM 276

SUPPLEMENTAL LEASE AGREEMENT

No. 2

TO LEASE NO.

GS-03B-09353

F. Paragraph 14 of the Rider to the lease "Free Rent and Brokerage Commission" is hereby deleted in its entirety and the following text is inserted in lieu thereof:

In accordance with paragraph 1.5, "Broker Commission and Commission Credit" section of the SFO, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease ("Commission"). The total amount of the Commission is [redacted]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has agreed to forego [redacted] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay Studley, Inc., 555 13th Street, Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the amount of [redacted] within 30 days following execution of this lease by the Government.

The shell rental portion of the annual rental payments (\$78,291.00 or \$6,524.25 per month) due and owing under Paragraph 13 of this lease rider shall be reduced to fully recapture the Commission Credit. The total reduction in shell rent related to the commission credit is [redacted] and shall commence with the first month of the rental payment and continue through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$6,524.25 minus prorated Commission Credit of \$ [redacted] equals \$ [redacted] as the adjusted First Month's Rent. *Shell 1st mo. JH*
- Second Month's Rental Payment of \$6,524.25 minus prorated Commission Credit of \$ [redacted] equals \$ [redacted] as the adjusted Second Month's Rent. *Shell 2nd mo. JH*

G. Paragraph 15 of the Rider to the lease is hereby deleted in its entirety.

H. Paragraph 8.1 of the lease "Utilities - Option B (Separate from Rental)" is hereby deleted in its entirety.

I. Paragraph 5 of Standard Form 2 of the lease is hereby deleted in its entirety. *VP JH*

Initials: AA JH  
Lessor Government

page 3 of 3