

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

DATE

No. 1 (Page 1 of 2)

JAN 27 2010

TITLE/LEASE NO.

GS-11B-02114

ADDRESS OF PREMISES

1310 North Courthouse Road  
Arlington, VA 22201

**THIS AGREEMENT**, made and entered into this date by and between **RP MRP Courthouse, LLC**

whose address is

c/o MRP Realty

1133 21<sup>st</sup> Street NW, Suite 720

Washington, DC 20036

*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 expand the premises.*

*NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:*

1. The leased premises shall be expanded by 16,786 BOMA rentable square feet (BRSF) equivalent to 14,127 ANSI/BOMA Office Area square feet (BOASF) of office and related space ("Expansion Space"), on the sixth (6<sup>th</sup>) floor, being the area cross hatched on the floor plan attached as Exhibit A and made a part hereof, as well as five (5) reserved parking spaces in the aggregate [two (2) reserved parking spaces for the initial space and three (3) reserved parking spaces for the expansion space] for official Government vehicles, in the building located at 1310 North Courthouse Road, Arlington, VA 22201. This shall increase the total square footage under this lease from 24,695 USF square feet (28,961 RSF) to 38,822 USF square feet (45,747 RSF) and a total of five (5) reserved parking spaces.

2. The annual rental will increase by \$738,416.14 (\$43.99 per BRSF or \$51.84 per BOASF) from \$1,273,994.39 to \$2,012,410.53 at the rate of \$167,700.88 per month in arrears total. Rent for a lesser period shall be prorated. The annual rent shall be in addition to operating expense adjustments, and tax adjustments, during the lease term as per the Solicitation for Offers attached to the lease.

Notwithstanding the above, the first six (6) months of rent for the firm lease term shall be abated, which is equivalent to an abatement of \$1,006,205.27 [\$636,997.20 (for the initial space) + \$369,208.07 (for the expansion space)].

3. The Lessor has agreed to pay a lease commission for three percent [redacted] of the firm term value of the lease, payable in accordance with the SFO. The commission is [redacted] (for the initial space) + [redacted] (for the expansion Space)). In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (CB Richard Ellis, Inc.) shall forego [redacted] of the Commission ("Commission Credit"). The Commission Credit is [redacted] (for the initial space) [redacted] (for the expansion space)]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the agreement between Lessor and the Broker dated October 15, 2008.

Notwithstanding Paragraph 2 of this SLA, the monthly installments of annual rent due and owing under this lease for months seven (7) and eight (8) of the Lease term shall be reduced as follows to fully recapture this Commission Credit. The credit for the seventh (7<sup>th</sup>) month shall be [redacted] (for the initial space) + [redacted] (for the expansion space)], and thus the rent due for the 7<sup>th</sup> month shall be [redacted]

[redacted] The credit for the eighth (8<sup>th</sup>) month shall be [redacted] (for the initial space) [redacted] (for the expansion space)], and thus the rent due for the 7<sup>th</sup> month shall be [redacted]

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4. The Lessor shall furnish to the Government, as a part of the rental consideration, the following:

- A. All services, improvements, alterations, repairs and utilities as defined by this lease.
- B. The annual rent set forth in this paragraph 2 of this SLA includes a \$42.08 per BOASF (\$35.71 per BRSF) Tenant Improvement allowance amortized at 0.0% over the initial firm term, which amortization amount equals \$4.21 per BOASF (\$3.57 per BRSF) per year. The total amount of the Tenant Improvement allowance is \$1,833,629.76 [\$1,039,165.80 (for the initial space) + \$594,464.16 (for the expansion space). The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense. Any additional Tenant Improvements will be amortized over the term of the Lease at 10%.
- C. The adjustment for vacant premises shall be \$1.50 per BRSF per annum in accordance with Paragraph 3.15 of SFO No. 08-021.
- D. The shell lease rate is \$38.73 per BOASF (\$32.87 per BRSF), which shall be flat during the term of the Lease.
- E. Paragraph 3.5 of the SFO is amended to increase the percentage of occupancy, for purposes of tax adjustments by 4.43% from 7.63% to 12.06%. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal.
- F. The base amount for annual operating costs adjustments shall increase by \$126,468.52 (\$7.54 per BRSF/\$8.88 per BOASF) from \$218,365.94 to \$344,834.46, which shall be adjusted annually by the CPI in accordance with Paragraph 3.7 of SFO No. 08-021.
- G. Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$45.00 per hour per floor or any portion of a floor. The Government reserves the right to have the Lessor provide documentation confirming the overtime HVAC rate reflects the actual costs incurred by the Lessor.
- H. Pursuant to paragraph 1.3(B) 1. of the SFO, the Lessor shall make available for lease parking spaces for Government use based on the Government's prorata share of on-site parking available at the building, which shall at least meet current local code requirements. The cost for such parking shall be an additional charge and shall be at the Government employees' expense. The cost for parking shall be at the prevailing market rate.
- I. Pursuant to SFO paragraph 1.10(B), markup and fees for tenant alteration hard construction costs, and any other services contracted for through the Lessor inclusive of Lessor's profit and overhead and general contractor's profit and overhead, shall not exceed an aggregate total of 15%.
- J. All janitorial services outlined in paragraph 7.7 of the SFO shall be performed during Normal Hours, at no additional cost to the Government.

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: RP MRP Courthouse, LLC

BY

(Signature)

ROBERT J. MULLAN  
AUTHORIZED MEMBER  
(Typed Name & Title)

IN THE PRESENCE OF (witnessed by):

(Signature)

(Address)

United States of America, General Services Administration, Public Buildings Service.

Kevin M. Barry  
Contracting Officer

BY

U.S. General Services Administration  
(Signature)

Contracting Officer, GSA, NCR, DC Service Center  
(Official Title)