

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT

DATE

SEP 23 2013

No. 1 (Page 1 of 2)

TO LEASE NO.

GS-11B-02292

ADDRESS OF PREMISES

15020 - 15030 Conference Center Drive  
Chantilly, VA 20151-3868

THIS AGREEMENT made and entered into this date by and between: **I & G Mission Ridge, LLC**

whose address is: **c/o LaSalle Investment Management  
200 East Randolph Drive  
Chicago, IL 60601-6521**

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**Recitals**

WHEREAS, the parties hereto desire to amend the above Lease to provide and establish that :

1. "Substantial Completion" and "Acceptance" as defined in the original lease shall be divided into two steps. The first step shall be the acceptance of the core and shell of the building, which is already complete as of the date hereof ("Shell Acceptance.") The second step shall be the acceptance of the Tenant Improvements ("TI Acceptance") which work has not yet commenced as of the date hereof; and
2. The rental rate and the components of rent due and paid will not be the same after Shell Acceptance as it will after TI Acceptance because the calculation of the rent due will differ for each of these phases of the project; and
3. The parties acknowledge that this amendment is supported by good and adequate consideration. The Lessor is getting the benefit of having the rental payments begin substantially earlier than would otherwise be the case. The Government is mitigating delay and delay damages that it might otherwise be liable to pay.

NOW THEREFORE, the parties for the consideration hereinabove described do covenant and agree that the said Lease is hereby amended effective upon execution by both parties, as follows:

Continued on the next page.

All other terms and conditions of the base lease shall remain in full force and effect.

This document will not constitute a payment until the date of execution by the Government. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty (30) days after the date of execution.

**IN WITNESS WHEREOF**, the parties subscribed their names as of the above date.

LESSOR: **I & G Mission Ridge, LLC**

By:

[Redacted Signature]

*vice president*

(Name & Title)

DATE:

*5/10/13*

IN THE PRESENCE OF:

[Redacted Signature]

*200 E. Randolph Dr, Chicago, IL 60601*  
(Address)

UNITED STATES OF AMERICA.

By:

[Redacted Signature]

Contracting Officer, GSA, NCR



**Covenants**

1. The above Recitals are incorporated as Covenants herein.
2. Shell Acceptance shall be effective as of May 16, 2013 ("Shell Acceptance Date".)
3. Paragraph 2 of the SF2 is replaced with the following: "To have and to hold the said premises with their appurtenances for a TEN (10) year firm term, effective **May 16, 2013**. Accordingly, this lease shall expire on **May 15, 2023**. The Lease may be subject to termination and renewal rights as may be herein set forth."
4. As of the Shell Acceptance Date, the Government shall pay the Lessor rent at a rate reflecting the rental value of the building shell excluding any operating costs or payments to amortize TI except for that portion of the TI that has been expended for services delivered to the Government as of the Shell Acceptance Date ("Shell Rent".)
5. Shell Rent is hereby fixed at **\$3,117,447.52** per year. This is reached by deducting the \$1,563,384.00 attributable to operating expenses and the \$656,668.48 that would go towards amortizing the remaining TIA from their full rental rate. The monthly Shell Rent is \$259,787.29, payable in arrears. The Shell Rent includes payment sufficient to amortize Tenant Improvement Allowance (TIA) in the amount of \$557,938.00, which is being amortized at 0% over the then (10) year lease term. This amount represents the total TIA utilized by the Government through March 15, 2013.
6. The unused portion of the Government's TIA as of the date hereof is \$6,566,684.84.
7. Shell Rent will be due to the Lessor from the Government until such time as the interior improvements to the leased premises have been both substantially completed and accepted (as both terms are defined in the Lease) by the Government, at which point TI Acceptance will occur.
8. Upon TI Acceptance of the space by the Government, a Supplemental Lease Agreement will be issued to reflect the TI Acceptance and to provide for the commencement of the rental rate to be paid for the duration of the lease term ("Full Rent".) Full Rent shall be inclusive of Shell Rent, plus operating expenses as set forth in the Paragraph 6G of the SF2 of the Lease (\$1,563,384), plus a sum sufficient to amortize both the then-outstanding Lessor-supplied TIA up to \$7,124,622.84 (bearing interest at 0% over the then-remaining term of this lease) as well as a sum sufficient to amortize any additional TIA above that amount (which shall bear an interest a rate of 9%, over the remaining term of the Lease.) Pursuant to Paragraph 6(B) in the lease, the Government remains entitled to utilize the TIA to pay for improvements to the premises performed by the Lessor at the Government's expense.
9. The Lessor agrees that it will complete the tenant improvements promptly per the timeline within the approved Schedule. For each additional day of delay that is attributable to the Lessor, the Government will withhold the full rent payment that would be due.
10. The six (6) month rental abatement set forth in Paragraph 3 of the SF2 shall no longer be available to the Government. Instead, this concession has been utilized to offset six (6) months of Government delay.
11. The Government and Lessor agree to replace Paragraph 6-M of the SF2 with the following: "The commission credit of [REDACTED] shall be applied in equal monthly installments of [REDACTED] against the shell component of the rent, during the first, second and third months of the lease after TI Acceptance. The Lessor has already paid a commission to Jones Lang LaSalle of [REDACTED]. The remaining commission of [REDACTED] due to Jones Lang LaSalle will be paid after TI Acceptance of the space."

Lessor

*MCR*

Government

*JB*