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|---|--|-------|--------------|---------------|----------|--|
| GENERAL SERVICES ADMINISTRATION PUBIC BUILDING SERVICE | | | | | DATE | |
| SUPPLEMENTAL LEASE AGREEMENT | | | AGREEMENT | 1 | -7 - | |
| | | | 1 | 71bury 3,2015 | | |
| | | | TO LEASE NO. | GS-11P-LVA | 12608 | |
| ADDRESS OF PREMISES Prince William Commons, Building # 11 | | | | | | |
| 3320 Noble Pond Way Woodbridge, VA 22193-1469 | | | | | | |
| 1100ublidge, 1A 22100 1400 | | | | | | |
| THIS AGREEMENT, made and entered into this date by and between: Parkway East, LLC | | | | | | |
| Whose address is: 1501 Furnace Road, Suite # 208 Lorton, VA 22079-2633 | | | | | | |
| 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 the Government's rent commencement date as December 1, 2014. | | | | | | |
| NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, and effective <u>upon execution by the Government</u> , as follows: | | | | | | |
| 1) | The Lease and Rent commencement date shall be December 1, 2014. The firm term of the Lease is hereby established for a 5-year firm term commencing on December 1, 2014 and having a Lease expiration of November 30, 2019. | | | | | |
| 2) | The total square footage owing under the Lease will remain 11,739 rentable square feet (RSF), yielding 10,673 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.10; consisting of 2,001 RSF (2,001 ABOA) located on the 1 st floor and 9,738 RSF (8,672 ABOA) located on the 2nd floor. | | | | | |
| 3) | Due to delays caused by the Government, the substantial completion date for rent commencement was delayed. As such, the free rent period of one month has been exhausted. Full monthly rent will commence on the Lease Commencement Date of December 1, 2014. | | | | | |
| 4) | The total annual rent is \$350,821.51 (\$29.885127 per BRSF, or \$32.87 per BOASF), yielding \$29,235.13 (approx.) of rent on a monthly basis, in arrears. The annual rent includes an Operating Cost Base of \$68,200.47 (\$5.809734 per BRSF), a Tenant Improvement Allowance of \$83,142.67 (\$7.79 per BOASF, or \$38.95 over the entire firm term), and a Real Estate Tax Base. Operating cost and real estate tax adjustments shall apply in the manner set forth by the Lease Contract. The percentage of occupancy shall remain at 18.57 percent (%). | | | | | |
| 5) |) The Operating Cost Base associated with this Lease is \$68,200.47. On the first anniversary of Lease Commencement, and for each consecutive year thereafter, should the actual costs associated with Lines 11, 12, 13, 14, 19 and 21 of the Form 1217 exceed or fall below their base amounts as established by the Form 1217 attached to this Lease Amendment—notwithstanding annual CPI adjustments established through separate Lease Amendments—the Government shall be responsible for any increases between the actual amounts and amounts established in the aforementioned Form 1217. Additionally, the Lessor shall be responsible for any reimburesments to the Government for any actual amounts that fall below the aforementioned Form 1217. The invoicing provided to reconcile these line items shall clearly state the dates that fall within the firm term of this Lease. The Government, upon sixty (60) days' written notice, may elect to reduce the annual operating cost by the amount of electrical charges, thus making the Lease net of electric. In doing so, Line 11 of the 1217 will be no additional expense to the Government. | | | | | |
| This document will not constitute a requirement for payment until the date of execution by the Government. As a result, no payment whatsoever is due under this agreement until (60) days after the date of the execution. Any amount due there under will not accrue interest until that time. | | | | | | |
| All other terms and conditions of the lease shall remain in full force and effect. | | | | | | |
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| IN WITNESS WHEREOF, the parties subscribed their names as of the above date. | | | | | | |
| LESSOR: Parkway East, LLC | | | | | | |
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| BY | | | Manager | | | |
| Edv | | ————— | (Title) | | <u>,</u> | |
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UNITED STATES OF AMERICA

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Contracting Officer, GSA