GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01
	TO LEASE NO. GS-11P-LVA12630
ADDRESS OF PREMISES	PDN Number: N/A
11320 Random Hills Road Fairfax, VA 22030-6001	

THIS AMENDMENT is made and entered into between Fair Oaks Commerce Center Holdings-1, LLC

whose address is:

Two International Place Boston, MA 02110-4104

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u>, as follows:

This Lease Amendment (LA) Number 1 is issued to accept Suite 350 as substantially complete and to process an adjustment for vacant premises as follows

- 1. Expansion Space Acceptance Effective November 1, 2014: Effective as of November 1, 2014, the Government accepts Suite 350 as substantially complete. Effective as of November 1, 2014, the premises covered by this Lease have increased by Suite 350 for 4,444 BRSF (yielding 3,913 ABOA) from 68,066 BRSF / 59,721 ABOA (Initial Space) to 72,510 BRSF / 63,634 ABOA located in the building known as Fair Oaks Commerce Center, at 11320 Random Hills Road, Fairfax, Virginia 22030. Covered by this Lease also is a total of One Hundred Eighty-Three (183) parking spaces consisting of One Hundred Five (105) reserved structured spaces in the building garage and Seventy-Eight (78) surface parking spaces at no additional cost to the Government.
- 2. Expansion Space Term: Subject to the shall begin on shall be shall begin on shall be sh

This Lease Amendment contains 3 pages.

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 below date

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.	
FOR THE LESSOR:	FOR THE GOVERNMENT:
Signature Name: Title: Entity Name: Date:  HENRY G. BRAUER  FACULTIVE VICE PRESIDENT	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service 115 Date:
WITNESSED FOR THE LESSOR BY:	
Signatur Name: Title: Date:  \$\frac{8}{24}\frac{2}{5}\$	

- 3. Expansion Space Annual Rent: Subject to rent abatement in Paragraph 5 below, effective as of November 1, 2014, the annual rent for the Expansion Space shall be \$123,259.50 payable at the rate of \$10,271.63 per month in arrears. This annual rent consists of a base for operating costs of \$40,225.64, a base for real estate taxes, a TIA amount of \$15.652.00 and a BSAC amount of 4,695.60.
- 4. Expansion Space Rent Abatement: Rent for the Expansion Space due for the month of November, December 2014 and January 2015 shall be abated in its entirety. Effective February 1, 2015, rent shall be paid for the Expansion Space at the monthly rate of \$10,271.63.
- 5. Total Rent for Initial and Expansion Spaces: The combined annual rent for the Initial and Expansion Spaces shall be as follows:
  - Subject to the 3-month rent abatement for the Expansion Space, effective as of November 1, 2014, the combined annual rent for the Initial and Expansion Spaces shall be \$2,004,471.00 payable at the rate of \$167,039.25 per month [\$2,004,471.00 = \$1.881,211.50 Initial Space + \$123,259.50 Expansion Space].
- Real Estate Taxes: For the purpose of Real Estate Tax (RET) adjustments required, in accordance with Paragraph 1.13 of the lease document L201C, the Government percentage of occupancy in the building shall increase by 3.14% from 48.15% for the Initial Space to 51.29% [72,510 BRSF / 141,375 BRSF].
- 7. Operating Costs: For the purpose of Operating Cost adjustments required, in accordance with Paragraph 1.15 of the lease document L201C, the operating cost base shall increase by \$40,225.64 from \$613,931.88 to \$654,157.52. The first adjustment required on June 1, 2015 shall be processed using the increased operating base and by comparing the index of May 2015 to the index of May 2014.
- 8. Adjustment for Vacated Premises: The parties hereby agree that the Government is entitled to an adjustment due to the Government having vacated the 4<sup>th</sup> floor for the period from September 1, 2014 through May 31, 2015 at the annual rate of \$1.50 per ABOA. Upon execution of this LA, the amount of \$25,048.17 shall be withhold from the rent payment due under the Lease [\$25,048.17 = \$1.50 per ABOA x 22,265 ABOA/12 x 9 months].
- 9. Rent Reconciliation: For the purpose of rent reconciliation, subject to the operating cost CPI adjustment due on June 1, 2015, the attached Exhibit A attached to this LA and made part of it, provides rent payment due to Lessor for the month of August 2015, and takes into account rent due in August 2015 for the Initial Space, retroactive rent due for Suite 350, as well as the withhold for the vacated 4<sup>th</sup> floor.

Attachment:

Exhibit A

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS:

1413

0

GOV'T