

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-11B-02292
LEASE AMENDMENT	
ADDRESS OF PREMISES 15020 – 15030 Conference Center Drive Chantilly, VA 20151-3868	PDN Number: N/A

THIS AMENDMENT is made and entered into between

I&G Mission Ridge LLC

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

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 **upon execution by the Government**, as follows:


1. This Lease Amendment (LA) is issued to reflect the substantial completion of the Tenant Improvement work within the leased premises. On May 16, 2013 the Shell Rent of \$3,117,447.52 per year inclusive of \$55,793.80 to amortize a portion (\$557,938.00) of the Tenant Improvement Allowance (TIA) commenced under the terms of Lease Amendment No. 1. This Lease Amendment commences the full annual rent per the terms of the Lease as further set forth below.
2. Effective October 16, 2014, the Government accepts 175,000 BOMA Rentable Square Feet (BRSF), yielding 156,276 ANSI/BOMA Office Area Square Feet of office and related space, consisting of the entire First (1st), Second (2nd), Third (3rd), Fourth (4th), and Fifth (5th) floors located at 15030 Conference Center Drive (Building 1) and the entire Second (2nd) floor of 15020 Conference Center Drive (Building 2) in the office park known as Mission Ridge, located at 15020 – 15030 Conference Center Drive, Chantilly, Virginia.
3. Additionally, the Government accepts the 13 parking spaces for Official Government Vehicles, provided in the Lease at no additional cost to the Government.
4. The space was accepted as follows: on October 3, 2014, the second floor (31,767 RSF / 28,368 USF) and third floor (32,454

This Lease Amendment contains 2 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.


FOR THE LESSOR:

Signature: 
 Name: Michelle Wilson
 Title: Vice President
 Entity Name: I&G Mission Ridge, LLC
 Date: 1/21/15

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: MAR 20 2015

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Alex Vasilev
 Title: Financial Analyst
 Date: 1/21/15

RSF / 28,982 USF) in Building 15030 were accepted by the Government. On October 7, 2014, the first floor (28,003 RSF / 25,007 USF) and the fourth floor (32,454 RSF / 28,982 USF) in Building 15030 were accepted by the Government. Lastly, on October 10, 2014, the fifth floor (32,315 RSF / 28,858 USF) in Building 15030 and the second floor (18,005 RSF / 16,079 USF) in Building 15020 were accepted by the Government. The Lessor and the Government have agreed to commence the full annual rent for the leased premises on October 16, 2014 and to make a lump sum payment for rent for the period from October 3, 2014 – October 15, 2014 as further described below.

5. The lease term remains unchanged by this action. The Lease shall expire on May 15, 2023.
6. Effective October 16, 2014, the annual rent shall be \$5,493,029.52, payable in monthly installments of \$457,752.46 in arrears. The annual rent consists of shell rent which previously commenced under Lease Amendment No. 1 (\$3,117,447.52), the base for operating cost adjustments set forth in Paragraph 6G of the SF2 of the Lease (\$1,563,384.00), the amortization of the remaining TIA (\$6,566,684.84) from October 16, 2014, through the end of the lease term (\$765,050.66 per year), and the addition of 145 parking spaces covered by Lease Amendment No. 4 (\$47,147.37 per year).
7. A portion of the TIA provided in the lease was originally amortized over the firm term of ten (10) years. The acceptance of the tenant improvements after lease commencement required the remaining TIA to be amortized over a shorter time period than the firm term. Therefore the remaining TIA of \$6,566,684.84 is amortized into the annual rent over a period of 103 months (eight years and seven months) at 0% interest.
8. The adjusted rent for phased acceptance from October 3, 2014 to October 15, 2014 is detailed in Exhibit A (attached). The Government will issue a lump-sum payment to the Lessor for this period in the amount of \$41,141.71. This payment does not include the amortization of the Tenant Improvement Allowance which commences on October 16, 2014, as described in Paragraph 6 above.
9. The base for operating cost adjustments of \$1,563,384.00 as set forth in the Lease and referenced in this Lease Amendment was estimated prior to the design and build out of this space. Substantial changes to the Government's requirements have been made since lease award thereby necessitating a recalculation to reflect the actual costs. This recalculation will be memorialized in a separate Lease Amendment.
10. As set forth in Paragraph 11 of Lease Amendment No. 1 which replaced Paragraph 6-M of the SF2, "The commission credit of [REDACTED] shall be applied in 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."

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 rental payments are due under this agreement until (30) days after the date of execution.

INITIALS: MLR & [Signature]
LESSOR & GOVT