

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT

DATE

No. 22

3/17/2015

TO LEASE NO.

GS-11B-01781

ADDRESS OF PREMISES

1401 Wilson Boulevard  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Associates, LLC,  
whose address is:

Monday Properties  
230 Park Ave, Suite 500  
New York, Manhattan, NY 10169-0000

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 extend the lease term and such other related matters.

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

1. Leased Space. The Government currently leases a total of 6,624 BRSF/5,867 BOASF of office and related space (the "Premises") located on a portion of the second (2nd) floor at 1401 Wilson Boulevard, Arlington, VA 22209. Neither party may re-measure the space or claim an adjustment in rent with respect to any such measurement.
2. Extension of the Lease Term. The Government shall extend the term of the Premises for a period of thirty-six (36) months firm (the "Extended Term"), beginning on March 18, 2015 and ending on March 17, 2018 (the "New Expiration Date").
3. Termination Right and Notice. Notwithstanding anything in the Lease, as amended by this Lease Amendment, to the contrary, Lessor shall have the right, at its sole option, in connection with Lessor's plans to commence the development of a new project at the building site, to terminate the Lease by giving the Government not less than twelve (12) months' prior written notice. Such termination shall be effective on or after January 1, 2017, as specified in Lessor's notice, and Lessor shall have no liability whatsoever in connection with any such termination.
4. Annual Rent. Effective March 18, 2015, the Government shall pay Lessor annual rent of \$258,336.00 (\$39.00/BRSF) payable at the rate of \$21,528.00 per month in arrears. Rent for a lesser period shall be prorated.
5. Operating Expenses. The base year for operating expenses shall remain the same. The current operating cost is \$45,370.53 with annual operating cost escalations current through March 17, 2015. CPI adjustments shall continue through the Extended Term. The annual rent in section four (4) includes all operating costs escalations through March 17, 2015.
6. Real Estate Taxes. The base year for real estate tax adjustments shall remain unchanged. The percentage of occupancy for calculating the Government's proportionate share of real estate tax adjustments under the Lease for the Premises will continue to be 3.52% (6,624 BRSF / 188,288 BRSF).
7. Parking. The rental rate includes the right to use (6) unreserved structured parking spaces in the building's garage and (5) reserved structured parking spaces in the building's garage located at 1401 Wilson Boulevard, Arlington, Virginia 22209 referred to as the "Leased Premises", at no additional cost.

Lessor:  Government: 



Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy, except that the acceptance of the Premises "as-existing" shall not relieve Lessor from future, repairs, maintenance, replacements, or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this Lease Amendment.

8. Paragraph 10 of the SF-2 is hereby deleted in its entirety.
9. In the event of a conflict between this Lease Amendment and other documents that are part of the SFO, the Lease Amendment shall govern.

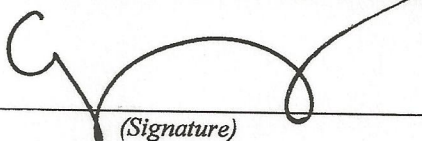
This document will not constitute a payment obligation until thirty (30) days after the date of execution by the Contracting Officer. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time. All other items and conditions of the lease shall remain in full force and effect.

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

Lessor: Oak Hill Property Associates, LLC

By: MONDAY PROPERTIES, As Agent for Oak Hills Property Associates, LLC

BY

  
(Signature)

Vice President  
(Title)

IN THE PRESENCE OF (witnessed by):

Victor Reeder  
(Signature)

1401 Wilson Blvd  
(Address)

UNITED STATES OF AMERICA:

BY

  
(Signature)

Robert Federico, Contracting Officer  
General Services Administration, NCR  
(Official Title)