

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LVA12145
ADDRESS OF PREMISES: SunTrust Center 919 Main Street, 18 th & 19 th Floors Richmond, VA, 23219-4625	PDN Number: PS0031851

THIS AGREEMENT, made and entered into this date by and between **Parmenter 919 Main Street, LP, LLLP**

whose address is:

**919 East Main Street
Richmond, VA, 23219-4625**

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 establish the lease term, to establish the annual rental payments, to accept the tenant improvement build out that is amortized in the rent, and to establish the lump sum payment to the Lessor.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 4, 2015, as follows:

1. Section "LEASE TERM" on Page 1 of the Lease Contract is hereby deleted in its entirety and the following is inserted in lieu thereof:

"LEASE TERM

TO Have and To Hold the said Premises with its appurtenances for the term beginning November 4, 2015 through November 3, 2025, subject to termination and renewal rights as may be hereinafter set forth."

This Lease Amendment contains 4 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:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: Parmenter 919 Main Street, LP, LLLP
 Date: 11/22/15

Signature: _____
 Name: BECK
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 11/30/2015

*By: Parmenter
St
Richmond, VA
Its: General Partner*

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Nathan Kiser
 Title: Asset Mgr
 Date: 11/22/15

2. Paragraph 1.03 RENT AND OTHER CONSIDERATION (SEP 2013), Sub-paragraph A. of the Lease Contract is hereby deleted in its entirety and the following is inserted in lieu thereof:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM 11/4/2015 – 11/3/2020	NON FIRM TERM 11/4/2020 – 11/3/2025
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$380,155.68	\$467,861.35
TENANT IMPROVEMENTS RENT ²	\$ 194,676.24	\$0.00
OPERATING COSTS ³	\$ 206,797.65	\$ 206,797.65
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 4,710.17	\$0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$786,339.74	\$674,659.00

¹Shell rent calculation:

(Firm Term) **\$12.96** per RSF multiplied by **29,333** RSF

(Non Firm Term) **\$15.95** per RSF multiplied by **29,333** RSF

²The Tenant Improvement Allowance of **\$839,145.03** is amortized at a rate of **6** percent per annum over 5 years.

³Operating Costs rent calculation: **\$7.05** per RSF multiplied by **29,333** RSF

⁴Building Specific Amortized Capital (BSAC) of **\$20,303.00** are amortized at a rate of **6** percent per annum over 5 years

3. Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) of the Lease Contract is hereby deleted in its entirety and the following is inserted in lieu thereof:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **STUDLEY, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **STUDLEY, INC.** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:


Month 1 Rental Payment **\$65,528.31** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$65,528.31** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment **\$65,528.31** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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4. Paragraph 1.05 TERMINATION RIGHTS (AUG 2011) of the Lease Contract is hereby deleted in its entirety and the following is inserted in lieu thereof:

"1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective November 4, 2020, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

5. In separate correspondence dated May 1, 2015, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$1,303,592.10. The parties agree that the actual amount of Tenant Improvements spent for construction was **\$1,472,310.49**.

The cost for the construction and installation of the Tenant Improvements detailed above includes the following change orders, which were issued after the original Notice to Proceed for Tenant Improvements was issued via Lease Amendment #1:

CO 01 – Structural Engineering Consulting for File Rooms	██████████
CO 02 – evolve AE Fees for File Room Revisions	██████████
CO 02.1 – ██████████ File Room	██████████
CO 03 – Structural Design Changes for Rms 1831 & 1838	██████████
CO 03.1 – Door Hardware Changes	██████████
CO 04 – ██████ Room Changes	██████████
CO 05 – File Room Wall Layout Changes	██████████
CO 06 – Spacesaver unit and associated work	██████████
CO 08 – APS filtration credit	██████████
CO 09 – ██████ Fire Alarm	██████████
CO 10.1 – Roller Shades	██████████
CO 13 – Additional Outlets in ██████ Room	██████████

The cost for these change orders in the amount of **\$168,718.39** shall be paid to the Lessor via a one-time, lump sum payment upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

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A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Joe Beck, Lease Contracting Officer
100 S. Independence Mall West
Philadelphia, PA 19106

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN# **PS0031851**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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