

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-11B-12503
ADDRESS OF PREMISES 8550 Cinder Bed Road Lorton, VA 22079-1442	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Kingstown KVP South, L.P.**

whose address is: 2900 Linden Lane, Suite 300
Silver Spring, MD 20910-1299

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 **increase** the base for operating cost adjustments to compensate the Lessor for the actual cost to provide electric service to the Government's leased space. The Lessor has asked for a fair and equitable adjustment to the rent to reflect the actual costs to operate the building. The adjustment is retroactive to the beginning of the lease.
2. Therefore, effective December 17, 2014, the operating rent shall increase by \$46,856.36 per year. This will increase the annual rent from \$815,447.71 to \$862,304.07 payable in monthly installments of \$71,858.67, in arrears.
3. Effective December 17, 2014, the operating cost base shall be reset to \$209,553.16. The next CPI adjustment due the Lessor on June 17, 2015, shall use the new operating cost base.
4. The 2014 CPI adjustment was already calculated and the annual rent adjusted in accordance Lease Amendment No. 2 which increased the rent by \$3,416.36. Based on the costs expressed in Form 1217, 32.5% of operating expenses are electricity costs. Therefore, of the \$3,416.36 adjustment, 32.5% (\$1,110.32) is attributable to electricity costs. The Government is entitled to a credit in the amount attributable to electricity costs, and it will be deducted from the Lump Sum payment owed to the Lessor.
5. A Lump-Sum payment in the amount of **\$69,174.28**, which represents 18 months of electricity costs from June 17, 2013, through December 17, 2014, minus \$1,110.32 already factored into the operating costs by Lease Amendment No. 2, shall be paid to the Lessor ($\$46,856.36 + 12 \times 18 = \$70,284.60$. $\$70,284.60 - \$1,110.32 = \$69,174.28$).

This Lease Amendment contains 1 page(s).

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:

Title:

Entity Name: Kingstown KVP South, LP

Date: 11/9/2015

FOR THE GOVERNMENT:



Signature:

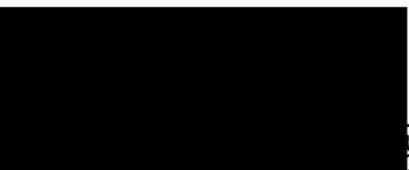
Name:

Title:

GSA, PBS, Lease Executions Division

Date: FEB 10 2015

WITNESSE:



Signature:

Name:

Title:

Date: 11/9/2015