

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LVA12225
<b>ADDRESS OF PREMISES</b>  112 N. Braddock Street Winchester, VA. 22601-3914	

**THIS AMENDMENT** is made and entered into between AFLP-WTC, LLC

whose address is: 303 South Loudoun Street  
Winchester, VA. 22601-3914

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 adjust annual rent by incorporating tenant improvement amortization costs.

**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 December 21, 2015 as follows:

A. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$137,250.00	\$137,250.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$27,100.41	\$0.00
OPERATING COSTS <sup>3</sup>	\$63,720.00	\$63,720.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$228,070.41</b>	<b>\$200,970.00</b>



This Lease Amendment contains 2 pages.


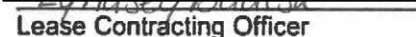
All other terms and conditions of the lease shall remain in force and effect.

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

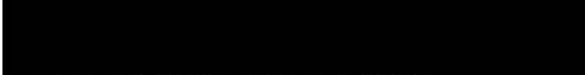

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature:   
 Name:   
 Title: MANAGER  
 Entity Name: AFLP, LLC  
 Date: 12/15/16

Signature:   
 Name:   
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 12/15/16

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name:   
 Title: EXECUTIVE ASSISTANT  
 Date: 12/15/16

<sup>1</sup>Shell rent (Firm Term) calculation: \$14,52381 per RSF multiplied by 9,450 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$74,234.84 is amortized at a rate of 6.0 percent per annum over the 3 year firm term

<sup>3</sup>Operating Costs rent calculation: \$6.74286 per RSF multiplied by 9,450 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are included in the shell rent

All other terms and conditions of the Lease remain in force and effect.

INITIALS:

  
LESSOR

&

  
GOVT