

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT:  NO. 1
	TO LEASE NO.:  GS-11P-LVA12611
ADDRESS OF PREMISES:  45600 WOODLAND ROAD STERLING, VA 20166-9216	PDN Number:

**THIS AGREEMENT** made and entered into between **FP Atlantic Corporate Park, LLC**

whose address is: 7600 Wisconsin Avenue – 11<sup>th</sup> floor  
Bethesda, MD 20814

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 incorporate the following modifications to the existing Lease terms.

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 **APRIL 8, 2015**, as follows:

**A. PREMISES:**

The Premises covered by this Lease consists of **82,116** Rentable Square Feet (RSF) yielding **75,000** ANSI/BOMA office area square feet (ABOA SF) of office and related space located on the entirety of the **first (1<sup>st</sup>), second (2<sup>nd</sup>), and third (3<sup>rd</sup>)** floor(s) of the Building located at **45600 Woodland Road, Sterling, VA 20166-9216**. The square footage of the lease has been confirmed based upon drawings received at Space Acceptance.

This Lease Amendment contains 3 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:**

BY: FP Atlantic Corporate Park, LLC

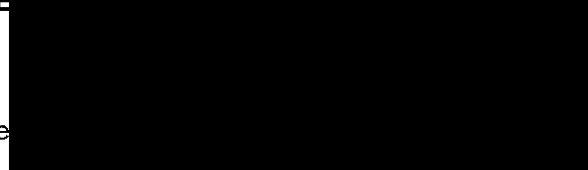
Signature: 

Name: Nicholas R. Smith

Title: Executive Vice President

Date: 8/27/15

**FOR THE GOVERNMENT:**

Signature: 

Name: Santoni W. Graham

Title: Lease Contracting Officer

Agency: GSA – Public Buildings Service

Date: September 3, 2015

**WITNESSED FOR THE LESSOR BY:**

Signature: 

Name: \_\_\_\_\_

Title: Admin Assistant

Date: 8/27/15

**B. PARKING:**

Notwithstanding Section 1.02.A of the Lease, the Lessor shall provide for the exclusive use of the Government, **six (6)** reserved parking spaces, as depicted on the plan attached hereto as **Exhibit B** to the Lease, at no cost to the Government and **341 spaces** shall be surface/outside parking spaces and at no cost to the Government.

**C. TERM:**

The firm term shall be for **ten (10) years firm** beginning on **APRIL 8, 2015** and ending on **APRIL 7, 2025**. The Government and the Lessor agree that the Lessor's construction of Tenant Improvements is substantially complete, the Government accepts the Space, and rent payments shall commence.

**D. ANNUAL RENT:**

Effective **APRIL 8, 2015**, the Government shall pay the Lessor annual rent in accordance with the following:

	FIRM TERM APRIL 8, 2015 – APRIL 7, 2025	
	PER RSF <sup>1</sup>	ANNUAL RENT
SHELL RENT	\$14.71	\$1,207,739.78
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$4.26	\$350,550.00
OPERATING COSTS	\$7.86	\$645,284.62
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>3</sup>	\$0.32	\$25,875.00
PARKING	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$27.15</b>	<b>\$2,229,449.40</b>

<sup>1</sup> All values per RSF have been rounded.

<sup>2</sup> The Tenant Improvement Allowance of \$3,505,500.00 is amortized at a rate of zero (0.0%) percent per annum over the ten-year firm term.

<sup>3</sup> The Building Specific Amortized Capital (BSAC) of \$258,750.00 is amortized at a rate of zero (0.0%) percent per annum over the ten-year firm term.

In accordance with Section 1.03 of the Lease, if the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

**E. OPERATING COSTS:**

For the purposes of adjustments permitted in Section 2.09 of the Lease, the aforementioned annual rent includes an Operating Cost Base of **\$645,284.62**.

**F. REAL ESTATE TAXES:**

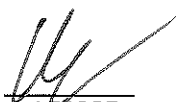

For the purposes of adjustments permitted in Section 2.07 of the Lease, the Government's percentage of occupancy is **73.69** percent (82,116 RSF divided by 111,436 RSF). In accordance with Section 2.07.B. the Lease, the real estate tax base shall be the unadjusted real estate taxes for the first full tax year following the commencement of the Lease term.

**G. TENANT IMPROVEMENT ALLOWANCE:**

In accordance with the Lease, the Lessor provided a total Tenant Improvement Allowance (TIA) of **\$3,505,500.00** (\$46.74 per ABOA SF). The Government expended the total amount of **\$3,505,500.00** in its entirety.

The aforementioned annual rent (Section D.) includes **\$350,550.00** in annual amortized TIA costs, which was amortized at the interest rate of **zero percent (0.0%)** over the **ten-year** firm term of the Lease.

**H. BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC):**

INITIALS:  &   
LESSOR & GOVT

In accordance with the Lease, the Lessor provided a total BSAC allowance of **\$258,750.00 (\$3.45 per ABOA SF)**. The Government expended an amount of **\$65,004.10**. The remaining balance of **\$193,745.90** shall be utilized for other BSAC related build-out within future expanded premises.

I. BROKER COMMISSION, COMMISSION CREDIT, RENT ABATEMENT AND BSAC CREDIT:

Jones Lang LaSalle Americas, 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 Jones Lang LaSalle Americas, 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.

In addition to the Commission Credit, the Lessor has offered and shall provide **ten (10) months of Free Rent**, where the rent for **April 8, 2015 through February 7, 2016** shall be abated in their entirety. After the application of the Free Rent, the Government shall then adjust the rent to recapture the amount of Commission Credit, where the rent for **February 8, 2016 through May 7, 2016** shall be partially abated in equal monthly installments. The reduction in shell rent for recapture of the Commission Credit shall commence on **February 8, 2016** and continue until the Commission Credit has been fully recaptured in equal monthly installments over the shortest time practicable. After the application of the Commission Credit, the Government shall then adjust the rent to recapture the amount of unused BSAC allowance, where the rent for **May 8, 2016 through July 7, 2016** shall be partially abated in equal monthly installments.

The monthly rent adjustments for Free Rent, Commission Credit, and BSAC Credit recapture shall occur as indicated in the following schedule of adjusted monthly rents:

- Months 1 - 10:** Each Month's Rental Payment of **\$185,787.45** minus each month's Free Rent of **\$185,787.45** equals **\$0.00** adjusted for 1<sup>st</sup> – 10<sup>th</sup> Month's Rent.
- Month 11:** Rental Payment **\$185,787.45** minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 11<sup>th</sup> Month's Rent.
- Month 12:** Rental Payment **\$185,787.45** minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 12<sup>th</sup> Month's Rent.
- Month 13:** Rental Payment **\$185,787.45** minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 13<sup>th</sup> Month's Rent.

The Broker received [REDACTED] of its share of the commission at Lease Award. The remaining [REDACTED] shall be payable to the Broker in accordance with the mutually executed Commission Agreement associated with this Lease.

This document will not constitute an obligation until the date of execution by the Government. 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 terms and conditions of the Lease shall remain in full force and effect.

INITIALS:  &   
 LESSOR & GOV'T