

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 10
	TO LEASE NO. GS-11B-12583
ADDRESS OF PREMISES 2401 EISENHOWER AVENUE ALEXANDRIA, VA 22314	PDN Number:

THIS AMENDMENT is made and entered into between: [REDACTED]

whose address is:

c/o US Government Fund Open-End Operating Partnership, LP
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239

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 Space acceptance date, to confirm the agreed square footage, to establish a lease term and rent commencement date for the entire leased Premises, to elect the method of payment for the previously agreed delay settlement pursuant to Lease Amendment Nos. 7 and 9, to provide a rent credit resulting from a reduction in the estimated real estate taxes included in the foregoing settlement amount, to memorialize the expenditure of the tenant improvement allowance, BSAC Allowance, the Warm Lit Shell Allowance, and the Move-In Allowance, and to confirm the rent due for the entire Leased Premises over the fifteen year firm term.

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 as follows:

- A.** The Government hereby accepts the leased Premises as substantially complete effective September 1, 2017. The parties hereby stipulate and agree that the foregoing substantial completion and acceptance of the leased Premises is timely in accordance with the Revised Project Schedule adopted in Lease Amendment No. 7 and, therefore, that neither the Government nor the Lessor is responsible for any delay under the Revised Project Schedule.
- B.** Based on re-measurement of the final, as-built Space, the parties hereby stipulate and agree that the Leased Premises consists of 682,111 RSF, yielding 586,670 ABOA SF. The parties further agree that the foregoing measurements shall not be subject to re-measurement throughout the firm term of this Lease and that no adjustment will be made to the annual rental, the tenant improvement allowance, the BSAC Allowance, the Warm Lit Shell Allowance, or the Move-In Allowance based on the amount of square footage under Lease. Accordingly, Paragraph 1.01 of the Lease, as modified by Paragraph A of Lease Amendment 8, is hereby deleted in its entirety and the following is inserted in lieu thereof:

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:

[SEE ATTACHED FOR LESSOR SIGNATURE]

Signature: [REDACTED]
Name: DIRK P.D. MOSIS III
Title: Executive Managing Director
Date: 8/29/17

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: James J. Phean
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/6/17

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Haley Koenig
Title: Sr. Exec. Assistant
Date: 8/29/17

The Premises are described as follows:

A. Office and Related Space: 682,111 rentable square feet (RSF), yielding 586,670 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of floors 1 and entirety of floors 2-19, of the Building, as depicted on the floor plan(s) attached hereto as **Exhibit A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.16268259839 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Based on the Space acceptance date of September 1, 2017, the lease term and rent commencement date is hereby established as September 1, 2017. Accordingly, the Lease is hereby amended to provide that the Lease term shall commence September 1, 2017 and continue for a firm term of fifteen (15) years through August 31, 2032.

D. Pursuant to Paragraph B(1) of Lease Amendment No. 7, as modified by Lease Amendment No. 9, the Government hereby elects to pay the full settlement amount of \$14,508,743 (the "LA No. 7 Settlement") in a lump sum to be paid within 60 days of substantial completion.

E. Pursuant to Paragraph B(2) of Lease Amendment No. 7 and footnote 2 thereto, the parties hereby stipulate and agree that the Government is entitled to a rental credit of [REDACTED], which represents the difference between the estimated 2017 real estate taxes of \$2,633,760 included in the LA No. 7 Settlement and the actual real estate taxes owed by Lessor to the City of Alexandria for 2017 of \$2,268,850.34, less \$2,638.14 expended by the Lessor at the Government's request in an effort, which proved unsuccessful, to obtain an early commencement of the previously agreed tax abatement. The foregoing rental credit shall be offset against the first monthly rental payment as set forth in Paragraph I below.

F. The entirety of the tenant improvement allowance, BSAC Allowance, Warm Lit Shell Allowance, and Move-In Allowance have all been fully expended in connection with the design and construction of the initial tenant improvements as follows:

Funding Source	Amount Provided in Lease	Amount Remaining
Tenant Improvement Allowance	\$30,147,764.40	\$0
BSAC Allowance	\$2,976,675	\$0
Warm Lit Shell Allowance	\$14,145,159.60	\$0
Move-In Allowance	35,000,000	\$0

Accordingly, none of the foregoing funds remain available to be applied to reduce the annual rental rate or as rent abatement. This shall constitute a full and final settlement of the tenant improvement allowance, warm-lit shell credit, building specific amortized capital and move-in allowance provided by the Lessor to the Government under the Lease.

G. Lease Paragraph 1.03(A), as modified by Lease Amendment No. 8, is hereby deleted in its entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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 ¹	\$18,284,133.32	\$NA
TENANT IMPROVEMENTS RENT ²	\$ 2,068,779.00	\$NA
OPERATING COSTS ³	\$ 2,680,696.60	\$ NA
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 204,263.33	\$ NA
PARKING ⁵	\$ 0.00	\$ NA
TOTAL ANNUAL RENT	\$23,237,872.25	\$NA

INITIALS:


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¹Shell rent (Firm Term) calculation: \$26,805,216,922.1 per RSF multiplied by 682,111 RSF
²The Tenant Improvement Allowance of \$30,147,764.40 is amortized at a rate of 0.38508237 percent per annum over 15 years.
³Operating Costs rent calculation: \$3,930,000,542.43 per RSF multiplied by 682,111 RSF
⁴Building Specific Amortized Capital (BSAC) of \$2,976,675 are amortized at a rate of 0.38508237 percent per annum over 15 years
⁶Parking costs described under sub-paragraph H in the original lease.

H. As a result of the rental credit established in Paragraph F above, Lease Paragraph 1.04, as modified by Lease Amendment No. 8, is hereby deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **Savills 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 **Savills 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. Of the [REDACTED] payable to Savills Studley, Inc., [REDACTED] has already been paid and the remaining balance of \$2,638,387.96 shall be payable upon the earlier of the Government's occupancy of the Premises leased pursuant to this Lease or the commencement date of this Lease. 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 \$1,936,489.35 minus prorated commission credit of [REDACTED] minus rental credit of [REDACTED] equals \$300,513.29 adjusted 1st Month's Rent.*

Month 2 Rental Payment \$1,936,489.35 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$1,936,489.35 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."

INITIALS:  & 
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[REDACTED],
a Delaware limited liability company

By: US Government Building Open-End Operating Partnership, L.P.,
a Delaware limited partnership
its sole member

By: US Government Building Open-End REIT, LLC,
a Delaware limited liability company
its general partner

By: US Government Building Open-End Feeder 1, LP,
a Delaware limited partnership, and
US Government Building Open-End Feeder 2, LP,
a Delaware limited partnership
both, as managers

By: US Government Building GP, LLC,
a Delaware limited liability company
general partner of both Feeder 1 and Feeder 2

By: USAA Equity Advisors, Inc.,
a Delaware corporation
its sole member

By: **[REDACTED]**
Name: DIRK P.D. MOSIS III
Title: Executive Managing Director

By: US Government Building Open-End Feeder 3, LP,
a Delaware limited partnership,
its general partner

By: US Government Building GP, LLC,
a Delaware limited liability company
its general partner

By: USAA Equity Advisors, Inc.,
a Delaware corporation
its sole member

By: **[REDACTED]**
Name: DIRK P.D. MOSIS III
Title: Executive Managing Director

INITIALS:  LESSOR &  GOV'T