

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 6
	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: **USGBF NSF, LLC**
 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 provide for expansion space, to relocate portions of the original Premises within the Building, to account for loss of rentable area resulting from certain Government directed modifications to the base building, and to adjust the applicable rental rate accordingly.

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. In order to facilitate and promote the layout of the tenant's program within the Building, the parties hereby agree that the Government's leased Premises shall be modified by (i) removing a portion of the 6th floor, (ii) adding the previously unleased portion of the 2nd floor, and (iii) adding an additional portion of the 1st floor. The net effect of the foregoing modifications is to increase the total leased Premises by 6,877 RSF from 660,848 RSF to 667,725 RSF. Accordingly, Paragraph 1.1 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

The Premises are described as follows:

A. Office and Related Space: 667,725 rentable square feet (RSF), yielding 582,790 ANSIBOMA Office Area (ABOA) square feet (SF) of office and related Space located on portions of floors 1 and 6 and the entirety of floors 2-5 and 7-19, 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 1.1457 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.

This Lease Amendment contains 5 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: _____
 Name: _____
 Title: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: James J. Phelan
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 11/4/14

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: James K. Hardin
 Title: Assistant General Counsel - USAA Equity Advisors, Inc.
 Date: August 19, 2014

Additionally, the Floor Plans and Parking Plans originally included as Lease Exhibits A and B are hereby deleted in their entirety and replaced with the Floor Plans and Parking Plans attached hereto as Exhibits A and B.

B. Lease Section 1.03(A) is hereby deleted in its entirety and replaced with the following:

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	\$17,908,219.43	\$NA
TENANT IMPROVEMENTS RENT ²	\$ 2,025,185.34	\$NA
OPERATING COSTS ³	\$ 2,624,159.61	\$ NA
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 199,959.33	\$ NA
PARKING ⁵	\$ 0.00	\$ NA
TOTAL ANNUAL RENT	\$22,757,523.71	\$NA

¹Shell rent (Firm Term) calculation: \$26.81975279 per RSF multiplied by 667,725 RSF

²The Tenant Improvement Allowance of \$29,512,485.60 is amortized at a rate of 0.38508237 percent per annum over 15 years.

³Operating Costs rent calculation: \$3.930000545 per RSF multiplied by 667,725 RSF

⁴Building Specific Amortized Capital (BSAC) of \$2,913,950.00 are amortized at a rate of 0.38508237 percent per annum over 15 years

⁵Parking costs described under sub-paragraph H below

C. The foregoing adjustments to the ANSI/BOMA measurements of the Premises and the annual rent fully account for the space and rental impacts of the following post-lease award modifications to the base building and Premises as reflected on the Floor Plans and Parking Plans attached hereto as Exhibits A and B:

- Addition of a second CER on floors 2-14 as part of the Building common area;
- Adjustments to Building and floor common areas and vertical penetrations;
- Relocation and expansion of the east freight elevator;
- Expansion and modification of the east passenger elevators; and
- Increase of the second floor ceiling height, including, expansion of the second floor egress corridor in the west tower.

The parties acknowledge and agree that the measurements stated herein are based on ANSI/BOMA standard Z65.1-1996 with the following modifications:

- The exclusion of the rooftop mechanical penthouse areas from Building common area;
- The inclusion of two CERs on floors 2-14 and one CER on floors 15-19 as floor common area; and
- The exclusion of the UPS room and telecommunications point of entry rooms.

D. Lease Section 1.04 is hereby deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **Savills Studley, Inc. (formerly known as Studley, Inc.)** ("Savills Studley" or "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] \$9 payable to Savills Studley, Inc., [REDACTED] has already been paid, [REDACTED] shall be payable upon execution of this Lease Amendment by the Government, and the remaining balance of [REDACTED] 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.

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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 \$1,896,460.31 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$1,896,460.31 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$1,896,460.31 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."

- E. The Government's percentage of occupancy is 95.32 percent, based on occupancy of 667,725 RSF in a Building that totals 700,479 RSF, and Lease Section 1.13 is hereby amended accordingly.
- F. The Operating Costs base, shall be \$3.930000545 per RSF (\$2,624,159.61/annum), and Lease Section 1.15 is hereby amended accordingly.
- G. Based on the amended Premises of 582,790 ABOA SF, the Lessor shall make available to the Government, in accordance with Lease Sections 1.08 and 1.11, a Tenant Improvement Allowance of \$29,512,485.60 (i.e., \$50.64 per ABOA SF) and Building Specific Amortized Capital of \$2,913,950.00 (i.e., \$5.00 per ABOA SF).
- H. Based on the amended Premises of 582,790 ABOA SF, the Warm Lit Shell Credit shall be increased by [REDACTED] to \$13,847,090.40 (i.e., [REDACTED] per ABOA SF), and Lease Section 7.02 is hereby amended accordingly. In addition, SLA 1, Paragraph A is deleted in its entirety and replaced with the following language:

Pursuant to Paragraph 7.02 of GSA Form L201C and Paragraph 8 of the Agency Special Requirements and as previously communicated by letter dated December 3, 2013, the Government wishes to accept a Warm Lit Shell Allowance of \$13,847,090.40 in lieu of the Lessor furnishing certain Building shell requirements listed in Paragraph 8 of the Agency Special Requirements. Notwithstanding anything to the contrary in Paragraph 8 of the Agency Special Requirements, this Warm Lit Shell Allowance shall be subject to all of the terms and conditions of the lease applicable to the original Tenant Improvement Allowance, with the sole exception that any work funded with this additional \$13,847,090.40 shall be inclusive of a Lessor project management fee of 3%, but shall not be considered a part of the Tenant Improvement Allowance. Although the Warm Lit Shell Allowance will not be considered a part of the Tenant Improvement Allowance, Lessor has no obligation to track the use of the Warm Lit Shell and Tenant Improvement Allowances separately for the Government and will make contributions and payments as if the Warm Lit Shell and Tenant Improvement Allowances were one Government allowance. Notwithstanding the foregoing, the Lessor shall remain responsible to design and construct the Building shell elements designated in Paragraph 8 of the Agency Special Requirements as part of the Government's initial tenant improvements, the cost of which shall be paid by the Government from the Warm Lit Shell Allowance, the Tenant Improvement Allowance, the Move-In Allowance as set forth in Paragraph 7.06 of the GSA Form L201C and as further conditioned in Lease Amendment No. 1, or in lump sum.

- I. Any restrooms required for the Government's use on the first floor shall be provided within the Government's Premises at the Government's cost as part of its tenant improvements.
- J. Lease Section 1.03(H) is hereby deleted in its entirety and replaced with the following:

During the term of the Lease, the Government, including Government employees occupying the leased Premises, may purchase individual permits separate and apart from the rental due under Paragraph 1.03(A) hereof for up to 374 parking permits in the Block 8 underground parking garage and for up to 727 parking permits in the Block 14 structured parking garage at annual rates of \$1,440.00 (\$120 per month) per unreserved permit. Commencing on the first anniversary of the Lease, and every anniversary thereafter, the foregoing parking rates shall escalate at a rate of 2.5 percent per annum.

- K. Lease Section 7.07 PARKING OPTIONS is hereby deleted in its entirety and replaced with the following:

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PARKING OPTIONS

In addition to the 6 parking spaces for official Government vehicles that are already included in the rental rate under Paragraph 1.02(A) above, the Government shall be entitled, pursuant to Agency Special Requirement Paragraph 13, to acquire all other on-site parking under one or both of the following options via separate parking agreement(s): (1) 374 spaces comprising the remainder of the Block 8 Parking Garage at an annual rate of \$737,301.61 (inclusive of all management and service fees); and (2) 727 spaces, consisting of 680 spaces (est.) comprising levels 4 and 5 of the Block 14 Parking Garage and the remaining spaces (est. 47) located on a portion of level 1 (ground level) of the Block 14 Parking Garage at an annual rate of \$1,434,800 (inclusive of all management and service fees). The annual rates for both of the foregoing options shall be subject to an annual escalation of 2.5%, commencing January 1, 2018.

- L. The Government shall have the option, exercisable at any time within 12 months following the date this Lease Amendment is fully executed by the parties, by written notice to the Lessor, to lease, under a separate lease ("Expansion Space Lease"), the remainder of the office space in the Building comprising approximately 14,386 RSF (yielding 12,545 ABOA SF) located on a portion of the 6th floor (the "Expansion Space"), on substantially the same terms and conditions as set forth in the original Lease. Accordingly, the Expansion Space Lease shall provide for:
- a. a leased premises of 14,386 RSF (yielding 12,545 ABOA SF);
 - b. a firm term of 15 years or such lesser term as may be necessary to ensure that such term shall expire upon the expiration date established for this Lease;
 - c. an annual rent of \$480,348.54 (\$33.39/RSF), net of electricity, payable at a rate of \$40,029.05 per month in arrears;
 - d. a Tenant Improvement Allowance of \$635,278.80 (\$50.64 / ABOA SF);
 - e. a Building Specific Amortized Capital of \$62,725 (\$5.00 / ABOA SF);
 - f. a Warm Lit Shell Credit of [REDACTED] / ABOA SF);
 - g. a Brokerage Commission and Commission Credit of [REDACTED], a portion of which to be specified by the Government at a later date shall be applied to the benefit of the Government as a credit to shell rent and the remaining portion of which shall be due and payable to Savills Studley, Inc., one half upon execution of the Expansion Space Lease by the Government and one half upon the earlier of the Government's occupancy of the Expansion Space or the commencement date of the Expansion Space lease;
 - h. an operating costs base of \$56,536.99 (\$3.93000055 per BRSF);
 - i. the Government's percentage of occupancy under the Expansion Space Lease shall be 2.05% based on occupancy of 14,386 RSF in a building of 700,479 RSF;
 - j. the parties shall confer and agree upon a mutually acceptable design and construction schedule providing for completion and delivery of the Expansion Space so as to achieve a lease commencement date for the Expansion Space in common with the commencement date for the initial lease, except as otherwise agreed by the parties; and
 - k. the Move-In Allowance provided in Lease Section 7.06 and as further conditioned in Lease Amendment No. 1 shall not apply to the Expansion Space Lease.
- M. In the event that the Government fails to exercise its exclusive option set forth in Paragraph M above within the first 12 months following the date this Lease Amendment is fully executed by the parties, then the Government shall have an additional option, exercisable within the first 24 months following the date this Lease Amendment is fully executed by the parties, to lease the Expansion Space on the same terms and conditions set forth in Paragraph L above, except that the applicable rental rate shall be \$37.00 per RSF, net of electricity.

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USGBF NSF, LLC,
a Delaware limited liability company

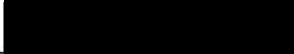
By: US Government Building Open-End Operating Partnership, L.P.,
a Delaware limited partnership
its sole member

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: 
Name: DIRK P D MOSES III
Title: EMM

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: 
Name: DIRK P D MOSES III
Title: EMM

INITIALS: DM & [Signature]
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