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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT NO. 8 |
| | TO LEASE NO. GS-11B-12583 |
| ADDRESS OF PREMISES 2415 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 memorialize the Government's exercise of the Expansion Option set forth in Paragraph L of Lease Amendment No. 6.

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. As a result of the Government's exercise of the Expansion Option set forth in Paragraph L of Lease Amendment No. 6, the parties hereby agree that the Government's leased Premises shall be amended to include the previously unleased portion of the 6th floor consisting of 14,386 RSF, yielding 12,545 ABOA SF, (the "Expansion Space"), thereby increasing the leased Premises from 667,725 RSF to 682,111 RSF. Accordingly, Paragraph 1.01 of the Lease, as amended by Paragraph A of Lease Amendment 6 (which inadvertently refers to Paragraph 1.01 of the Lease as Paragraph 1.1), 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: 682,111 rentable square feet (RSF), yielding 595,335 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 1.1457 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 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: _____
Name: _____
Title: _____
Date: _____

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Glenn Harvey
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12-16-15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: GARY NEWMAN
Title: Executive Director
Date: 12/1/15

[Handwritten signature]

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), as modified by Lease Amendment 6, 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 | \$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 |

¹Shell rent (Firm Term) calculation: \$26.80521651168 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: \$3.930000545 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

⁵Parking costs described under sub-paragraph H in the original lease.

C. Lease Section 1.04, as amended by Paragraph D of Lease Amendment 6, 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, [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.

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] equals [REDACTED] 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."

D. The Government's percentage of occupancy is 97.38 percent, based on occupancy of 682,111 RSF in a Building that totals 700,479 RSF, and Lease Section 1.13 and Paragraph E of Lease Amendment 6 are hereby amended accordingly.

E. The Operating Costs base shall be \$3.930000545 per RSF (\$2,680,696.60/annum), and Lease Section 1.15 is hereby amended accordingly.

F. Based on the amended Premises of 595,335 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 \$30,147,764.40 (i.e., \$50.64 per ABOA SF) and

INITIALS: [Signature] & [Signature]
LESSOR & GOV'T

Building Specific Amortized Capital of \$2,976,675 (i.e., \$5.00 per ABOA SF).

- G. Based on the amended Premises of 595,335 ABOA SF, the Warm Lit Shell Allowance shall be increased by \$298,069.20 to \$14,145,159.60 (i.e., \$23.76 per ABOA SF), and Lease Section 7.02 and Paragraph H of Lease Amendment No. 6 are hereby amended accordingly.
- H. To account for the foregoing increases in the Tenant Improvement Allowance, Building Specific Amortized Capital, and Warm Lit Shell Allowance, Paragraph B.3. of Lease Amendment No. 7, is hereby deleted in its entirety and replaced with the following:


In further consideration of payment by the Government of the foregoing sum of \$14,508,743 and for Lessor's waiver set forth in Section F below, Lessor and the Government stipulate and agree that Lessor's Project Management Fee in Section 1.10 of the Lease is hereby amended: (1) for the initial build-out of the space, to provide for a Lessor's Project Management Fee of 0% of total TI design and construction costs for up to \$80,698,003.80, a Lessor's Project Management Fee of 3% on total project costs funded by the Warm Lit Shell Credit Allowance (which, per Lease Amendment No. 8, is \$14,145,159.60), and a Lessor's Project Management Fee of 3% of total project costs in excess of \$94,843,163.40 (i.e., \$80,698,003.80 plus the Warm Lit Shell Allowance of \$14,145,159.60); and (2) for subsequent tenant improvements implemented during the lease term after initial occupancy by the Government, to increase the Lessor's Project Management Fee from 3% to 5% of TI project costs. Section 1.10 of the Lease shall remain in full force and effect with respect to all other fees, including architectural/engineering fees, general contractor overhead and profit, and general conditions for the initial build-out of the premises. Lessor's Project Management Fee includes compensation for Lowe Enterprises for any and all services rendered by it in connection with the design and construction of the leased premises, excluding prospective Government delay under the attached Revised Project Schedule

- I. The parties shall confer and agree upon a mutually acceptable design and construction schedule providing for substantial completion and delivery of the Expansion Space no later than the substantial completion date established in the Revised Project Schedule adopted by Lease Amendment No. 7, or any subsequently adopted version thereof. In the event that the foregoing cannot be accomplished without delaying the substantial completion of the Project or without costly acceleration measures, the Expansion Space shall be treated as a separate phase for purposes of Lease and rent commencement (and the Government's obligation to pay rent on the space other than the Expansion Space shall be triggered per the normal operation of the Lease and all amendments without regard to the Expansion Space) and the Lease shall be amended, following substantial completion of the Expansion Space, to establish a composite Lease commencement date from which the 15-year term shall be calculated for the full Lease Premises of 682,111 RSF. If the parties cannot agree upon a design and construction schedule for the Expansion Space on or before December 14, 2015, then the Expansion Space shall automatically be treated as a separate phase for purposes of Lease and rent commencement unless the parties agree otherwise in writing.
- J. Notwithstanding the addition of the Expansion Space, the Move-In Allowance provided in Lease Section 7.06 and as further conditioned in Lease Amendment No. 1 shall remain unchanged.

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