

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT NO. 9
	TO LEASE NO. GS-11B-12583
<b>LEASE AMENDMENT</b>	
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 extend the date by which the Government must elect the manner of payment of the settlement set forth in Lease Amendment No. 7.

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 set forth in Paragraph B(1) of Lease Amendment No. 7, the settlement amount of \$14,508,743 shall be due upon substantial completion and shall be payable, at the Government's election, by lump sum or as additional rent or through a combination thereof (the "Settlement Payment Election"). The date by which the Government must make such Settlement Payment Election is hereby extended from March 1, 2017 to June 1, 2017, and Paragraph B(1) of Lease Amendment No. 7 is hereby amended accordingly. Other than the change of the date of the Settlement Payment Election, all other terms and conditions of Paragraph B(1) of Lease Amendment No. 7 shall remain in force and effect.
- B.** The Government shall be entitled to further extend the Settlement Payment Election date by one additional 30 day period through July 1, 2017, by providing written notice to the Lessor no later than May 1, 2017. Paragraph B(1) of Lease Amendment No. 7 is hereby amended accordingly. Other than the change of the date of the Settlement Payment Election should the Government further extend for the additional 30 day period, all other terms and conditions of Paragraph B(1) of Lease Amendment No. 7 shall remain in force and effect.

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:**

[SEE ATTACHED FOR LESSOR SIGNATURE]

Signature: [REDACTED]  
Name: \_\_\_\_\_  
Title: DIRK P.D. MOSIS III  
Executive Managing Director  
Date: 2/26/17

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: James J. Frielan  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 4/19/17

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: Michelle Koenig  
Title: Administrative Assistant  
Date: 2/26/17

**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: [Redacted] 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: [Redacted] Equity Advisors, Inc.,  
a Delaware corporation  
its sole member

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

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