

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-11P-LVA12653
ADDRESS OF PREMISES STERLING BUSINESS PARK LOTS 8 & 9 22330 GLENN DRIVE STERLING, VA 20164-5367	PDN Number: N/A

THIS AMENDMENT is made and entered into between FP STERLING PARK 8 & 9, LLC, a Virginia Limited Liability Company whose address is:
7600 Wisconsin Avenue
11th floor
Bethesda, MD 20814-3657

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 add allowance funds to be used by the Government.

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 by the Government as follows:

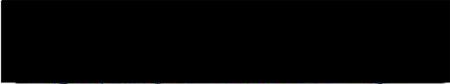
This Lease Amendment is issued to reflect additional Tenant Improvement Allowance (TIA) and Building Security Amortized Capital (BSAC) to be provided by the Lessor for use by the Government towards tenant and building security alterations.

- 1. Additional TIA:** Lessor shall make available for the Government's use additional TIA in the amount of \$6,338,200.00 (Six Million Three Hundred Thirty-Eight Thousand Two Hundred Dollars and Zero cents). This TIA shall be paid back by the Government as additional rent in the total amount of \$7,081,964.75 (Seven Million Eighty-One Thousand Nine Hundred Sixty-Four Dollars and Seventy-Five Cents). The amount of \$7,081,964.75 is inclusive of interest to be paid to the Lessor and shall be amortized in the rent as additional TIA only over the first 25 (Twenty-Five) months of the Lease term at the rate of \$283,278.59 per month.
- 2. Additional BSAC:** Lessor shall make available for the Government's use additional BSAC in the amount of \$3,955,185.00 (Three Million Nine Hundred Fifty-Five Thousand One Hundred Eighty-Five Dollars and Zero Cents). This BSAC shall be paid back by the Government as additional rent in the total amount of \$4,419,311.75 (Four Million Four Hundred Nineteen Thousand Three Hundred Eleven Dollars and Seventy-Five Cents). The amount of \$4,419,311.75 is inclusive of interest to be paid to the Lessor and shall be amortized in the rent as additional BSAC only over the first 25 (Twenty-Five) months of the Lease term at the rate of \$176,772.47 per month.

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.

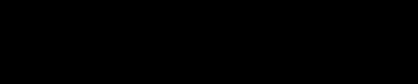
FOR THE LESSOR:

Signature: 
Name: Robert Mirkovic
Title: LEP & CO
Entity Name: FP Sterling PARK 089LLC
Date: 6/2/15

FOR THE GOVERNMENT:

Signature: 
Name: Sylvia H. Nicolas
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: JUL 16 2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Hildy
Title: EXPLAVE ASSISTANT
Date: 6/2/15

3. Total Annual Rent for Additional TIA and BSAC: During the first 25 (Twenty-Five) months of the Lease Term, as consideration for the additional TIA and BSAC described above, the Annual Rent due to the Lessor shall be amended to include the amount of \$5,520,612.72 (approximately \$32.99 per BRSF or \$36.91 per ABOA SF), payable at the rate of \$460,051.06 per month in arrears as additional rent. This additional annual rent is solely to reflect the amortization of the additional TIA and BSAC provided by the Lessor in the annual amounts of \$3,399,343.08 of TIA [12 months x \$283,278.59 per month], and \$2,121,269.64 of BSAC [12 months x \$176,772.47 per month]. Per signed Lease Form L201C for the premises covered by this Lease, the rent abatement previously agreed upon by both parties for the same period of the Lease Term shall remain in effect. Accordingly, during the first 25 (Twenty-Five) months of the Lease Term, no rent payment shall be due to the Lessor except for the amount set forth herein.

The Broker Commission Credit (BCC) to be partially applied against rent for the 26th (Twenty-Sixth) through the 32nd (Thirty Second) month shall remain in effect per the signed L201C.

Subject to any future credit for unexpended additional TIA and BSAC per paragraph 4 below, rent due to the Lessor for the first 32 months of the Lease Term shall be as follows:

- **Month 1 through Month 25:** Rent payment due to the Lessor shall be \$460,051.06 per month [\$283,278.59 for Additional TIA + \$176,772.47 for Additional BSAC + \$0.00 for regular initial rent]
- **Month 26 through Month 30:** Rent payment due to the Lessor shall be \$211,810.33 per month [\$460,051.06 for regular initial rent – \$238,240.73 for BCC]
- **Month 31 through Month 32:** Rent payment due to the Lessor shall be \$211,810.34 per month [\$460,051.06 for regular initial rent – \$238,240.72 for BCC]

4. Credit for Unexpended Additional Funds: After substantial completion and acceptance of the premises, the Government shall be entitled to a rent credit to offset any unused portion of the provided additional TIA and BSAC funds. The rent credit shall be determined and memorialized in a subsequent Lease Amendment.

This document will not constitute a payment until the date of execution by the Government. As a result, no payments whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

INITIALS: JCM & SM
LESSOR GOV'T