

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT 2
	TO LEASE NO. GS-11P-LVA12667
ADDRESS OF PREMISES 2230 Gallows Road Dunn Loring, Virginia 22027	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between the Cedar Hill II, LLC

whose address is: c/o Redwood Commercial Management, LLC  
5900 Fort Road, Suite 400  
Centreville, Virginia 20121

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

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 (LA) is hereby issued to:


- A. Reflect the leasing by the Government of an additional 231 rentable square feet (RSF)/ 212 ANSI/BOMA Office Area (ABOA) square feet (SF) of Expansion Space as defined by the Lease at 2230 Gallows Road, Dunn Loring, VA 22027 ("the Premises"). Floor Plans are attached to this LA as Exhibit A and shall replace the previous version. The Government has therefore increased the Expansion Space from 5,339 RSF/4,898 ABOA SF to 5,570 RSF/5,110 ABOA SF and overall space under lease from 48,561 RSF/44,551 ABOA SF to **48,792 RSF/44,763 ABOA SF**.
- B. Commence rent for the Expansion Space effective **December 4, 2015**.

----- CONTINUED ON NEXT PAGE -----


This Lease Amendment contains 5 pages, including Exhibits A and B.

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: \_\_\_\_\_  
Date: 11/20/15

FOR THE GOVERNMENT:   
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: GSA, Public Buildings Service  
Date: 1/25/2016

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Spaulding  
Title: \_\_\_\_\_  
Date: 11/20/15

In consideration, the following sections of the Lease shall be replaced:

1. Cover Page, shall be replaced with the following:

The Premises shall also include an additional **5,570 RSF, 5,110 ABOAS SF** (hereinafter referred to as the "Expansion Space"), the term of which will commence effective **December 4, 2015**, and will be coterminous with the Existing Space, as identified above, subject to termination and renewal rights as may be hereinafter set forth.

2. Section 1.01 THE PREMISES (JUN 2012), subparagraph A (only the first paragraph), shall be replaced with the following:

A. Office and Related Space: **48,792 RSF**, yielding **44,763 ABOA SF** of office and related Space located on the entire first (1<sup>st</sup>) and second (2<sup>nd</sup>) floors and a portion of the third (3<sup>rd</sup>) floor of the Building, as depicted on the floor plans attached hereto as Exhibit A.

3. Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2013), subparagraphs A and B, shall be replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	OCTOBER 15, 2014 TO DECEMBER 3, 2015 (43,222 RSF)	DECEMBER 4, 2015 TO OCTOBER 14, 2021 (48,792 RSF)	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$998,883.47	\$1,110,017.83	\$1,214,920.80
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 113,294.29	\$150,261.49	\$0.00
OPERATING COSTS	\$ 313,359.50 <sup>3</sup>	\$353,742.00 <sup>4</sup>	\$353,742.00 <sup>4</sup>
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 31,822.14	\$31,822.14	\$0.00
PARKING	\$ 0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,457,359.40</b>	<b>\$1,645,843.46</b>	<del><b>\$1,595,662.80</b></del>

\$1,568,662.80

<sup>1</sup>Shell rent calculation:

(October 15, 2014 to December 3, 2015): \$23.11 per RSF multiplied by 43,222 RSF (Rate is rounded)

(December 4, 2015 to October 14, 2021): \$22.76 per RSF multiplied by 48,792 RSF (Rate is rounded)

(Non Firm Term): \$24.90 per RSF multiplied by 48,792 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,051,830.40 is amortized at a rate of 0% percent per annum over 7 years.

<sup>3</sup>Operating Costs rent calculation: \$7.25 per RSF multiplied by 43,222 RSF

<sup>4</sup>Operating Costs rent calculation: \$7.25 per RSF multiplied by 48,792 RSF

<sup>5</sup>Building Specific Amortized Capital (BSAC) of \$222,755.00 is amortized at a rate of 0% percent per annum over 7 years

<sup>6</sup>Parking costs described under sub-paragraph H below.

GOVT | LESSOR  
KTM

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 44,763 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

3. Section 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) shall be replaced with the following:

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$20.00** per ABOA SF for the Existing Space and **\$50.64** per ABOA SF for the Expansion Space for a total of **\$1,051,830.40**. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual rate of **0** percent.

4. Section 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) shall be replaced with the following:

INITIALS:  &   
LESSOR GOVT

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **78.99** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **43,222** RSF by the total Building space of **54,714** RSF.

Effective December 4, 2015, the Government's percentage of occupancy will increase to **89.18** percent, subject to the re-measurement outlined in Section 4.12 of this Lease. The Percentage of Occupancy is derived by dividing the total Government Space of **48,792** RSF by the total Building space of **54,714** RSF.

5. Section 1.15 OPERATING COST BASE (SEP 2013) shall be replaced with the following:

The parties agree, for the purpose of applying the paragraph titled "Operating Cost Adjustment", that the Lessor's base rate for operating costs shall be **\$7.25** per RSF (**\$353,742.00/annum**). A new GSA Form 1217 is attached to this LA as Exhibit B which replaces the previous version.

INITIALS:  &   
LESSOR GOVT