

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT: NO. 2
	TO LEASE NO.: GS-11P-LVA12611
ADDRESS OF PREMISES: 45600 WOODLAND ROAD STERLING, VA 20166-9216	PDN Number:

THIS AGREEMENT made and entered into between **FP Atlantic Corporate Park, LLC**

whose address is: 7600 Wisconsin Avenue – 11th floor
Bethesda, MD 20814

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 incorporate the following modifications to the existing Lease terms.

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 as of the execution date of this Amendment.

A. EXPANSION PREMISES:

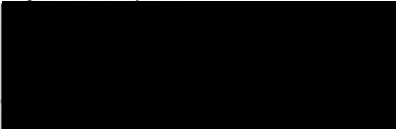
The Expansion Premises covered by this Lease consists of 27,635 Rentable Square Feet (RSF) yielding 25,240 ANSI/BOMA office area square feet (ABOA SF) of office and related space located on the entirety of the fourth (4th) floor of the Building located at 45600 Woodland Road, Sterling, VA 20166-9216. The square footage of the lease shall be confirmed based upon drawings received at Space Acceptance.

This Lease Amendment contains 3 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:

BY: FP Atlantic Corporate Park, LLC

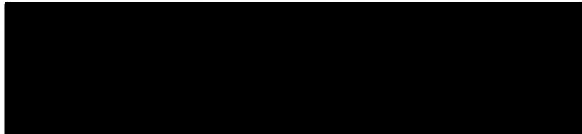
Signature: 

Name: Robert M. Milkovich

Title: Chief Executive Officer

Date: 3.9.2016

FOR THE GOVERNMENT:

Signature: 


Name: Maria S. Medina

Title: Lease Contracting Officer

Agency: GSA – Public Buildings Service

Date: 3/25/2016

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: REBEKAH HENRY

Title: EXECUTIVE ASSISTANT

Date: MARCH 9, 2016

Rm

B. PARKING:

No additional parking shall be provided by Lessor in connection with the Expansion Premises.

C. TERM:

The Term of the Expansion Premises will commence on the rent commencement date and will be coterminous with the Existing Premises. The rent commencement date for the Expansion Premises shall be established and memorialized in a separate Lease Amendment at the time of space acceptance. The rent commencement date is estimated to be July 1, 2016.

D. ANNUAL RENT:

The Government shall pay the Lessor annual rent in accordance with the following and final amortized tenant improvement allowance:

	FIRM TERM	
	PER RSF ¹	ANNUAL RENT
SHELL RENT	\$16.1560	\$446,470.06
TENANT IMPROVEMENTS RENT ²	\$4.8788	\$134,824.87
OPERATING COSTS	\$7.86	\$217,211.10
BUILDING SPECIFIC AMORTIZED CAPITAL	\$0.00	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$28.89	\$798,506.03

¹ All values per RSF have been rounded.

² The Tenant Improvement Allowance of \$1,179,717.60 (\$46.74 per ABOA AF) is amortized at a rate of zero (0.0%) percent per annum. Final tenant improvement allowance usage and amortization shall be determined at space acceptance.

In accordance with Section 1.03 of the Lease, if the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

The amortization schedule for the Tenant Improvement Allowance is based upon a term of 8 years and 9 months (July 1, 2016 – March 31, 2025). In the event that the rent commencement date is not July 1, 2016, the amortization schedule for the Tenant Improvement Allowance shall be reconciled and calculated using the correct date and the Annual Rent shall be amended to the correct amount.

E. OPERATING COSTS:

For the purposes of adjustments permitted in Section 2.09 of the Lease, the aforementioned annual rent includes an Operating Cost Base of \$217,211.10.

F. REAL ESTATE TAXES:

For the purposes of adjustments permitted in Section 2.07 of the Lease, the Government's percentage of occupancy is 100.00 percent [(82,116 RSF + 27,635) divided by 109,751 RSF].

G. TENANT IMPROVEMENT ALLOWANCE:

The Lessor provided a total Tenant Improvement Allowance (TIA) of \$1,179,717.60 (\$46.74 per ABOA SF). The actual Government expended amount shall be memorialized in an Amendment at the time of space acceptance.

H. TENANT IMPROVEMENT FEE SCHEDULE:

INITIALS: RLM & MSM
LESSOR & GOVT

Notwithstanding anything to the contrary in the Lease, the following rates shall apply for the initial build-out of the Expansion Premises located on the 4th Floor:

Architect/Engineer Fees (\$ Per ABOA SF)	\$3.50
Project Management Fee (% of TI Construction Costs)	3%
General Conditions Fee (% of TI Construction Costs)	5%
General Contractor Overhead & Profit (% of TI Construction Costs)	3%

I. EXISTING FINISHES:

The Government has accepted the existing Premises in their current existing condition. As such, and notwithstanding anything in the Lease to the contrary, the Government approves (i) the use of the same finishes in the Expansion Premises (including in all common areas, restrooms and other areas) as are used in the existing Premises and (ii) the use of the same layout, configuration and fixtures in the restrooms and common areas of the Expansion Premises as are used in the restrooms and common areas of the existing Premises

J. SECURITY LEVEL:

The Government agrees that [REDACTED] applies to the Lease. Therefore, (i) all references to [REDACTED] in the Lease (including Section 7.01) are hereby replaced with [REDACTED] and (ii) Exhibit C attached to the Lease is hereby deleted and replaced with the [REDACTED] attached hereto as Exhibit A.

K. DESIGN AND CONSTRUCTION SCHEDULE:

The following schedule shall govern design and construction activities for the buildout of the Expansion Premises:

Task Number	Schedule Milestone	Responsible Party	Duration (Working Days)
1	GSA to Provide Program of Requirements (POR)	GSA	Due at execution of this Lease Amendment
2	Design Intent Drawings (DID's)	Lessor	25 Days following completion of Task 1
3	Review and Approval of DID's	GSA	15 Days following completion of Task 2
4	Construction Documents (CD's)	Lessor	20 Days following completion of Task 3
5	Review and Approval of CD's	GSA	15 Days following completion of Task 4
6	TI & BSAC Price Proposal	Lessor	25 Days following completion of Task 5
7	Notice to Proceed	GSA	10 Days following completion of Task 6
8	TI Construction	Lessor	70 Days following completion of Task 7

L. BSAC REMAINING BALANCE:

In accordance with the Lease, the Lessor provided a total BSAC allowance of \$258,750.00 (\$3.45 per ABOA SF). The Government expended an amount of \$65,004.10. The remaining balance of \$193,745.90 shall be utilized for other BSAC related build-out within future expanded premises.

M. BROKER COMMISSION, COMMISSION CREDIT, AND RENT ABATEMENT:

Jones Lang LaSalle Americas, 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 Jones Lang LaSalle Americas, 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.

INITIALS: RLM & MSM
LESSOR & GOVT

In addition to the Commission Credit, the Lessor has offered and shall provide 9 months of Free Rent (valued at \$598,879.53), shall be abated in its entirety starting from rent commencement. After the application of the Free Rent, the Government shall then adjust the rent to recapture the amount of Commission Credit. The reduction in shell rent for recapture of the Commission Credit shall commence after all the free rent has been exhausted in its entirety and continue until the Commission Credit has been fully recaptured in equal monthly installments over the shortest time practicable.

The monthly rent adjustments for Free Rent and Commission Credit recapture shall occur as indicated in the following schedule of adjusted monthly rents:

- Months 1 - 9: Each Month's Rental Payment of \$66,542.17 minus each month's Free Rent of \$66,542.17 equals \$0.00 adjusted for 1st – 9th Month's Rent.
- Months 10-12: Each Month's Rental Payment of \$66,542.17 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 10th – 12th Month's Rent.
- Month 13: The 13th Month's Rental Payment of \$66,542.17 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.

This document will not constitute an obligation until the date of execution by the Government. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS: TCM & MSM
LESSOR GOVT