

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 4</b>
	<b>TO LEASE NO. GS-11P-LVA12611</b>
<b>ADDRESS OF PREMISES:</b>  45600 Woodland Road, Sterling, VA, 20166-9216	<b>Date:</b>

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

whose address is: 7600 Wisconsin Avenue – 11<sup>th</sup> 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 establish the acceptance of the Expansion Premises (described in Lease Amendment No. 2) and 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 upon execution by the Government, as follows:

**1. ACCEPTANCE OF THE EXPANSION PREMISES:**

The Expansion Premises covered by this Lease Amendment consists of **27,635 BOMA Rentable Square Feet (BRSF)** yielding **25,240 ANSI/BOMA Office Area Square Feet (ABOA)**, located on the fourth (4<sup>th</sup>) floor of the building at 45600 Woodland Road, Sterling, VA 20166-9216. The total square footage leased by the Government is **109,751 BRSF/100,240 ABOA**. The Government accepts the Expansion Space effective December 19, 2016.

**2. LEASE TERM:**

The Term of the Expansion Premises will commence on **December 19, 2016** and will be coterminous with the existing lease term and the expiration date shall be **April 7, 2025**.

**3. ANNUAL RENT:**

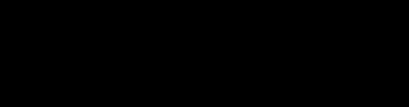
A. Effective December 19, 2016, the annual rent shall increase by **\$806,827.14** from **\$2,232,672.26** to **\$3,039,499.40**.

This Lease Amendment contains 3 pages.

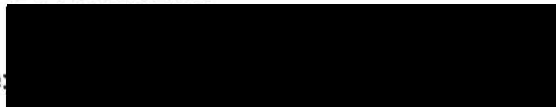
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
 Name: Robert Mikhovica  
 Title: CEO  
 Entity Name: First Potomac Realty Trust  
 Date: 8/30/17

**FOR THE GOVERNMENT:**

Signature:   
 Name: Maria C. Medina  
 Title: Lease Contracting Officer  
 Date: 9/6/17

**WITNESSED BY:**

Signature:   
 Name: \_\_\_\_\_ney  
 Title: \_\_\_\_\_  
 Date: 8/30/2017

**4. OPERATING COSTS**

The operating cost base for the Expansion Premises is \$218,316.50 (\$7.90/RSF).

Effective December 19, 2016, the total operating costs for this Lease will increase by \$218,316.50 from \$648,507.48 to \$866,823.98 as a result of adding the Expansion Premises (this figure does not include the 2017 operating cost for the existing premises, which will be processed retroactively after the execution of this LA).

The operating cost base for each year after 2017 will be the adjusted operating costs for the existing premises as of April 9, 2017, plus the cost for the expansion \$218,316.50 (operating cost for the expansion). Therefore, the first operating cost adjustment that is inclusive of the expansion will be the operating cost adjustment effective on April 8, 2018 and will use an operating cost base of \$866,823.98 plus the 2017 operating cost adjustment for the existing premises.

**5. REAL ESTATE TAXES:**

Notwithstanding anything to the contrary in the Lease, the parties shall use the total RSF of both Buildings situated on the Property (218,326 RSF) for the purposes of calculating Real Estate Tax adjustments permitted in Section 2.07 of the Lease. The Government's percentage of occupancy, including the Expansion Premises, is 50.27 percent  $[(82,116 \text{ RSF} + 27,635) \text{ divided by } 218,326 \text{ RSF}]$ . The Real Estate Tax Base for the entire Premises (including the Expansion Premises) shall be \$377,242.74 (the Unadjusted Real Estate Taxes for the Property, including both Buildings, for the current Tax Base Year under the Lease (i.e., Tax Year 2016)). The next real estate tax adjustment due will use this updated percentage of occupancy, this updated Real Estate Tax Base, and the then-current Unadjusted Real Estate Taxes for the Property (including both Buildings).

**6. TENANT IMPROVEMENT ALLOWANCE:**

The Lessor provided a Tenant Improvement Allowance for the expansion space of \$1,179,717.60 amortized at zero (0%) over the remaining firm term. The Government used all Tenant Improvement Allowances for the build-out of the Expansion Premises. There is no remaining Tenant Improvement Allowance associated with this Lease.

**7. BUILDING SPECIFIC AMORTIZED CAPITAL:**

In accordance with the Lease, the Lessor provided a total BSAC allowance of \$258,750.00 (\$3.45 per ABOA SF), amortized at a rate of zero (0%) percent over the term of the Lease. Of that amount, the Government used \$100,513.10 [in its initial build out, \$65,004.10 and in the build out of the expansion premises, \$35,509.00]. Lessor and the Government acknowledge that the Government's exclusive means of using or recouping the remaining balance of the Building Specific Amortized Capital are (i) to use it at a later date prior to the expiration of the term of the Lease or (ii) take it as rent reductions under Section 1.12 of the Lease prior to the expiration of the term of the Lease. The remaining balance as of February 8, 2017 is \$158,236.90.

**8. 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 amendment 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:

RM  
LESSOR

&amp;

ALBAM  
GOVT



In addition to the Commission Credit, the Lessor has offered and shall provide 9 months of Free Rent (valued at \$605,120.36) with respect to the Expansion Premises; thus rent with respect to the Expansion Premises shall be abated in its entirety starting from rent commencement (i.e., December 19, 2016). 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 with respect to the Expansion Premises:

- Months 1 - 9: Each Month's Rental Payment of \$67,235.60 minus each month's Free Rent of \$67,235.60 equals \$0.00 adjusted for 1<sup>st</sup> – 9<sup>th</sup> Month's Rent.
- Months 10-12: Each Month's Rental Payment of \$67,235.60 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 10<sup>th</sup> – 12<sup>th</sup> Month's Rent.
- Month 13: The 13<sup>th</sup> Month's Rental Payment of \$67,235.60 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted 13<sup>th</sup> Month's Rent.

9. RESTORATION:

Notwithstanding anything to the contrary in the Lease, upon the expiration of the Lease, the Government shall reimburse Lessor for costs incurred by Lessor in performing the removal and restoration work described on Exhibit A hereto in order to (a) remove certain improvements and alterations performed by or on behalf of the Government and (b) restore the Premises to its condition immediately prior to the installation of such improvements and alterations, provided that (i) Lessor shall obtain competitive bids for such removal and restoration work from at least three (3) qualified contractors, (ii) Lessor shall provide the Government with copies of such bids no later than January 31, 2023 and (iii) the removal and restoration costs for which GSA is responsible under this Section 9 shall not exceed the amount of the lowest responsive bid. The Government shall pay to Lessor a construction management fee of 5% of the removal and restoration costs for Lessor's management of the removal and restoration work. Following completion of said removal and restoration work, the Government shall reimburse Lessor for the costs of such work and pay the construction management fee within thirty (30) days following Lessor's written request for such reimbursement and payment, along with copies of invoices supporting the costs to be reimbursed.

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: RLM & RLM  
LESSOR GOVT