

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-11B-LVA12648
ADDRESS OF PREMISES: Parkway Atrium Building 381 Elden Street Herndon, VA 20170-4879	PDN Number: N/A

THIS AMENDMENT is made and entered into between **SRPF A/381 Elden, LLC**

whose address is: **2001 Ross Avenue
Suite 2800
Dallas, TX 75201-2930**

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

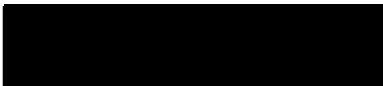

WHEREAS, the parties hereto desire to amend the above Lease.

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:


1. This Lease Amendment (LA) is issued to reflect a rent reduction and a with-hold for the amortized unused portion of Building Specific Amortized Capital (BSAC). The Government did not utilize the entire BSAC allowance of **\$167,922.00** under the lease. The total BSAC utilized by the Government was **\$38,743.10**. The \$38,743.10 shall continue to be amortized over the term of the lease at an interest rate of 0%. Effective January 31, 2017, the Government has paid a total of **\$23,322.50**. The Government should have only paid **\$5,380.99** in BSAC if the remaining balance of the BSAC of **\$129,178.90** would have been reduced at substantial completion of September 11, 2015. Therefore, the Government is due a with-hold in the amount of **\$17,941.51** for the period September 11, 2015 through January 31, 2017. The rent reduction shall be effective February 1, 2017 and continue through September 10, 2025. The annual rent shall be reduced by **\$12,917.89** from **\$667,839.19** to **\$654,921.30**. Both parties agree and acknowledge that all Lessors' BSAC obligations under the lease have been satisfied and no remaining funds are available.
2. Effective February 1, 2017, the Government shall pay the Lessor new annual rent of **\$654,921.30** or \$54,576.78 per month in arrears.

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.

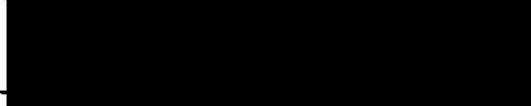
FOR THE LESSOR:

Signature: 
Name: 
Title: VICE PRESIDENT
Entity Name: SRPF A/381 ELDEN, LLC
Date: 2/14/2017

FOR THE GOVERNMENT:

Signature: 
Name: Maria S. Medina
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/21/17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: S. KENNETH THORNTON, JR.
Title: ASSOCIATE
Date: 2/14/2017

3. The Government is entitled to a lump sum rent credit of \$17,941.51 from September 11, 2015 through January 31, 2017 for the amortized unused portion of BSAC.

INITIALS: KL & QUSAM
LESSOR GOVT