GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 25 TO LEASE NO. GS-11B-01673
ADDRESS OF PREMISES 1701 North Fort Myer Drive Arlington, VA 22209	PDN Number:

THIS AMENDMENT is made and entered into between Berkley Property Associates, LLC

whose address is: c/o Monday Properties
1000 Wilson Boulevard, Suite 700
Arlington, VA 22209

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

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

Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be hereby construed to mean "Lease Agreement".

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. **Premises**. Lessor hereby continues to lease to the Government a total of 280,259 Rentable Square Feet (RSF) or a total of 248,550 ANSI/BOMA Office Area Square Feet (ABOA SF) (the "Premises") of office and related space along with the entire parking garage consisting of 361 interior striped parking spaces in the building known as the Berkley Building, which is located at 1701 North Fort Myer Drive, Arlington, VA 22209.

2. **Extension**. The term of the Lease is hereby extended for a period of five (5) years (the "Extension Term"), beginning retroactively as of July 1, 2014 (the "Extension Term Commencement Date") and ending on June 30, 2019 (the "Expiration Date"), subject to termination rights as may be hereinafter set forth.

3. **Termination Right**. The Government shall have the one time right to terminate this Lease, in its entirety, on or after January 1, 2019, upon no less than two hundred seventy (270) days prior written notice to Lessor. No rental or parking charges shall accrue after the effective date of termination, provided that the Government vacates and surrenders the entire Premises in the condition required by the Lease.

4. **Replacement Lease**. It is hereby acknowledged and agreed by the parties that the Government is pursuing the procurement of a lease for space to replace its lease of the Premises (the "Replacement Lease") and Lessor intends to submit an offer to be the lessor under the Replacement Lease. In the event that Lessor is the successful offeror under such procurement, and Lessor and the Government enter into the Replacement Lease, the parties then shall enter into appropriate documentation reflecting the early termination of this Lease as of the day immediately preceding the commencement date of the Replacement Lease.

5. **Condition of Premises.** The Government shall accept the Premises in its "as-existing" condition as of the date of this Amendment and Lessor shall have no obligation to make any improvements or alterations in or to any part of the Premises or the building beyond such "as-existing" condition on account of this Lease Amendment or the Extension Term, however Lessor shall continue to perform its current ongoing repair and maintenance obligations under the Lease, including if such repair and maintenance obligations necessitate that structural improvements or alterations be made. Further, Lessor is under no obligation to provide the Government any allowance in connection with the Extension Term.

6. **Parking**. The Government shall continue to lease and have the exclusive use of the entire parking garage consisting of 361 parking spaces. From the Extension Term Commencement Date through February 28, 2015, the Government shall pay Lessor for parking per the current terms of the Lease. Commencing on

March 1, 2015 through the Expiration Date, in addition to Base Rent as set forth in Paragraph 7 below, the Government shall pay $175.00 per space per month.

7. **Base Rent**. From the Extension Term Commencement Date through February 28, 2015, the Government shall pay Lessor the annual rent due and payable under the Lease, as fully escalated, of $10,122,955.08 ($36.12 per RSF) payable at the rate of $843,579.59 per month in arrears plus operating costs escalations and real estate tax reimbursements. From March 1, 2015 through the Expiration Date, the Government shall pay Lessor the annual rent of $10,649,842.00 ($38.00 per RSF) at the rate of $887,486.83 per month in arrears plus operating costs escalations and real estate tax reimbursements as set forth in the Lease. Rent for a lesser period shall be prorated.

8. **Operating Cost Escalation.** Effective as of March 1, 2015, the base year for operating cost adjustments is hereby agreed to be (b) (4) [redacted] The operating cost payments shall thereafter be adjusted March 1, 2016 and each March 1st thereafter in accordance with paragraph 3.6 of the Lease entitled "Operating Costs".

9. **Real Estate Tax Base.** Effective as of March 1, 2015, the base year for real estate tax adjustments shall be reestablished as January 1, 2015, through and including December 31, 2015, such that the base amount for real estate tax adjustments shall be the actual real estate taxes incurred by Lessor during such base year. The real estate tax payments shall thereafter be adjusted January 1, 2016, in accordance with paragraph 3.2 of the Lease entitled "Tax Adjustment".

10. **Business Improvement District (BID) Taxes.** Effective as of March 1, 2015, during the Extension Term, the Government shall not pay BID tax increases; however, it being understood and acknowledged by the parties that (i) the Government is in the process of determining its regional policy on whether to include BID tax increases in addition to real estate tax increases in its leases, and (ii) if the Government so determines that it will reimburse lessors for BID taxes increases in addition to real estate tax increases, then the Government shall pay the amount of any such BID tax increases during the Extension Term retroactive to March 1, 2015.

11. **Commission and Commission Credit**. CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only (b) (4) [redacted] of the Commission, will be payable to CBRE, INC. with the remaining (b) (4) [redacted] (the "Commission Credit") to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture the Commission Credit.

    The Commission Credit shall be converted into rental abatement, therefore the rental payment due and owing under the Lease for the first month of the Extension Term shall be reduced by (b) (4) [redacted] so that the total rent due for the office portion of the Lease for the first full month of the Extension Term shall be (b) (4) [redacted] Monthly rent for July 1, 2014 through February 28, 2015 is (b) (4) [redacted]

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: (b) (6) [redacted]
Name: Timothy Hedmicy
Title: Vice President
Entity Name: Berkley Property Associates
Date: 2/11/15

FOR THE GOVERNMENT:

Signature: (b) (6) [redacted]
Name: Santoni W. Graham
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2/20/2015

INITIALS: _____ LESSOR & _____ GOV'T

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6) [redacted]
Name: Katie Rector
Title: EA
Date: 2/11/15

INITIALS: _____ LESSOR & _____ GOV'T