

Prepared By:
Hirschler Fleischer
P. O. Box 500
Richmond, Virginia 23218

Tax Map Parcels: 13C-A ;13 CD, 13CH

**AMENDMENT TO SECOND AMENDMENT TO DECLARATION FOR
QUANTICO CORPORATE CENTER**

THIS AMENDMENT TO SECOND AMENDMENT TO DECLARATION FOR QUANTICO CORPORATE CENTER (this "AGREEMENT") is made and entered into this 9 day of November 2016, by and between QBC PROPERTIES LLC, a Virginia limited liability company, successor by merger to Quantico Business Center LLC ("QBC"), WASHINGTON REAL ESTATE INVESTMENT TRUST ("Washington REIT") and QUANTICO CORPORATE CENTER INC ("Association")

RECITALS:

WHEREAS, QBC is the Declarant under that certain Declaration of Quantico Corporate Center, dated June 24, 2006 and recorded in the Stafford County Clerk's Office as Instrument No. 070009286 (the "Original Declaration"), as amended by First Amendment recorded in 0801944 (the "First Amendment") and Second Amendment recorded in LR 100008376 (the "Second Amendment"; the Original Declaration, as amended by the First Amendment and the Second Amendment, collectively, the "Declaration"), and

WHEREAS, QBC is also the owner of that portion of land encumbered by the Declaration commonly described as Stafford County TM 13C -A(3) more particularly described and labeled on Exhibit B to the Second Amendment as Building F;

WHEREAS, the Second Amendment provides in part that QBC shall not develop (or permit the development of) the Restricted Parcels (as defined in the Second Amendment) for purposes other than for office buildings, subject to certain exceptions set forth therein, without the prior written consent of Washington REIT, as New Owner under the Second Amendment;

WHEREAS, the parties hereto have agreed to expand the scope of the permitted uses on the Restricted Parcels and to amend and supplement certain other provisions of the Second Amendment as provided herein

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto for themselves, their successors and assigns, hereby as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Declaration.

2. Amendment of Section 2 a. i. Section 2 a. i. is hereby amended and restated in its entirety as follows:

"i. develop (or cause, permit or approve the development of) any of the Parcels highlighted on Exhibit B attached hereto and incorporated herein by reference (the "Restricted Parcels") for any use other than for the permitted uses described below, all of which uses are

expressly permitted without need for consent or approval by Washington REIT or any successor New Owner:

1. Urban inspired garden apartments using high quality building materials and construction. Features may include market driven high-end amenities which would appeal to professionals and empty nesters. Multi Family amenities would likely include community clubhouse, and property management services and would be developed to attract the higher household income market and would not include a tax credit application component;
2. Office buildings, to include general office uses, professional office, medical and dental offices and office/flex space;
3. Data and computer service centers;
4. Laboratory, research and testing;
5. Motor vehicle rental (late model vehicles only);
6. Retail uses;
7. Restaurants without drive through;
8. Child care and day care;
9. Medical and Dental clinics; including urgent care facilities;
10. Banks and financial/lending institutions;
11. Fitness, exercise and/or health/wellness/massage related business;
12. A full service Hyatt, Hilton, Marriott or Woodspring Suites Hotel or limited service hotel operating as Hilton Garden, Courtyard by Marriott, Hyatt Place (each an "Approved Hotel Brand"), or a new brand concept by one of the Approved Hotel Brand operators mentioned in this section.

Notwithstanding a. i. 2. above permitting "office buildings", Declarant agrees that, so long as Washington REIT intends to pursue, and is actively pursuing, negotiations with a prospective tenant which could reasonably be accommodated, as to both its intended use and the quantity of space needed, by then currently available space in one of the existing buildings on the Developed Properties, Declarant will not pursue or lease space to such prospective tenant in an office building hereafter constructed on the Restricted Parcels. Washington REIT agrees to confirm, within ten (10) business days after written request by Declarant, whether or not it is interested in, and/or still pursuing, negotiations with a prospective tenant, and if it is not either interested in and/or so pursuing such negotiations, then regardless of the above, Declarant may then pursue and lease to such prospective tenant.

For example, if a prospective tenant wishes to lease an entire building (regardless of area) rather than occupy space in a multi tenant building, then Declarant may pursue and lease to such prospective tenant. If a prospective tenant wishes to lease 12,000 square feet of contiguous space and there is at least 12,000 square feet of vacant space then available in the Developed Properties,

then Declarant shall not pursue such prospective tenant, so long as Washington REIT is actively pursuing negotiations with such prospective tenant. If a prospective tenant wishes to lease 20,000 square feet of contiguous space and no building on the Developed Properties then has that large an area available then Declarant may pursue and lease to such prospective tenant.

References to "Exhibit B" in the foregoing restatement of Section 2.a. i still refer to the Exhibit B attached to the Second Amendment, which Exhibit is not amended and continues in effect, as recorded.

3. Duration of Second Amendment. The parties hereto agree that the terms and provisions of the Second Amendment are intended to benefit Washington REIT and its successors and/or assigns, as fee simple owners of both of the Developed Properties, and that from and after the date on which Washington REIT transfers title to both of the Developed Properties to the same party, such successor to Washington REIT in the chain of title as owner simultaneously of both of the Developed Properties shall be deemed the "New Owner" under the Second Amendment. For clarification purposes, A "New Owner" must hold fee title to both the Developed Properties simultaneously and upon any separation of ownership of the Developed Properties the restrictions, terms and provisions of this Second Amendment shall cease to apply. Accordingly, Clause (ii) of Section 6 of the Second Amendment is hereby deleted and replaced with the following:

"(ii) the date that the New Owner, and its successors and/or assigns ceases to simultaneously own record fee title to both of the Developed Properties in the same ownership name "

4. Declarant and Association Estoppel. The Declarant and the Association agree, at any time and from time to time from and after the date hereof, within fifteen (15) days after written request by the New Owner, to execute, acknowledge and deliver to New Owner, or to any existing or prospective lender designated by the New Owner, a certificate certifying that, as of the date of such certificate, (i) to the Declarant and the Association's knowledge, there does not exist any violation by the New Owner of any obligation under the Declaration and the Association documents, as applicable, and, if there exists any violation by the New Owner of any obligation under the Declaration and the Association documents, as applicable, the nature and extent of such violation, and (ii) any other matters reasonably requested by the New Owner or such lender in the form of estoppel certificate requested by the New Owner or such lender. Should the Declarant and the Association fail to execute such certificate within fifteen (15) days following a request therefor, the New Owner shall send a second request to the Declarant and the Association, which second request shall state in bold, all capital letters at the top of such request **"SECOND NOTICE: FAILURE TO RESPOND TO THIS NOTICE WITHIN FIVE BUSINESS DAYS WILL RESULT IN DEEMED CERTIFICATION."** If the Declarant or the Association fails to respond to such second notice within five (5) business days following receipt of such notice, the Declarant and the Association shall be deemed to have certified the matters set forth in the form of estoppel certificate requested by the New Owner or such lender.


5. Conflict with Declaration. The foregoing provisions shall be binding on Washington REIT, QBC and the Association and their successors in title and assigns. As between such parties, the provisions hereof shall supplement and modify the Second Amendment as provided above. Except for the modifications, amendments and consent granted above, all other terms and provisions of the Second Amendment shall remain in force and effect.

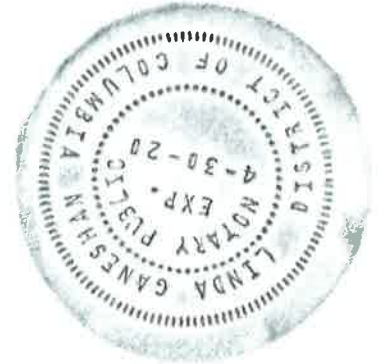
6. Counterparts. This Agreement may be executed in separate counterparts, each of which individually shall be deemed an original and all of which, when taken together, shall constitute a single original instrument.

A large, stylized blue signature or scribble that starts at the top left, curves down and right, then loops back up and left, crossing itself, and finally curves down and right towards the bottom right corner. It is a continuous, fluid line.

WASHINGTON REIT:

WASHINGTON REAL ESATE INVESTMENT TRUST,
a Maryland real estate investment trust

By: 
Name: Anthony Chang
Title: Vice President, Asset Management



DISTRICT OF COLUMBIA)
) ss:
)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that ANTHONY CHANG, known to me to be, or satisfactorily proven to be the persons whose names are subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged themselves to be the VICE PRESIDENT OF ASSET MANAGEMENT, of Washington Real Estate Investment Trust and that he, in such capacity, being authorized to do so, executed the foregoing document on behalf of the corporation.

GIVEN under my hand and seal on November 9, 2016.



Notary Public

LINDA GANESHAN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 30, 2020

My Commission Expires: _____

ASSOCIATION:

QUANTICO CORPORATE CENTER, INC.,
a Virginia non-stock corporation

By: [Signature] [SEAL]
Name: B. Judson Honaker, Jr.
Title: President

By: [Signature] [SEAL]
Name: Chris Hornung
Title: Secretary

COMMONWEALTH OF VIRGINIA)
City OF Fredericksburg) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that B. Judson Honaker and Chris Hornung known to me to be, or satisfactorily proven to be the persons whose names are subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged themselves to be the President and secretary of QUANTICO CORPORATE CENTER, INC., a Virginia non-stock corporation, and that they, in such capacity, being authorized to do so, executed the foregoing document on behalf of the corporation.

GIVEN under my hand and seal on December 13, 2014

[SEAL]



[Signature]

Notary Public

Exp: 07-31-17

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 11/9/2016
Instrument Type: AMEND
Number of Parcels: 3 Number of Pages: 7
 City County

STAFFORD

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor: _____

Grantee: _____

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number: _____ Original Page Number: _____ Original Instrument Number: _____

Prior Recording At: City County

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 Grantor: QBC PROPERTIES LLC

2 Grantor: QUANTICO CORPORATE CENTER INC

1 Grantee: QBC PROPERTIES LLC

2 Grantee: QUANTICO CORPORATE CENTER INC

GRANTEE ADDRESS

Name: QBC PROPERTIES LLC

Address: 2100 E. CARY ST

City: RICHMOND State: VA Zip Code: 23218

Book Number: _____ Page Number: _____ Instrument Number: _____

Parcel Identification Number (PIN): NA Tax Map Number: 13C-A

Short Property Description: SEE INSTRUMENT

Current Property Address NA

City: NA State: VA Zip Code: NA

Instrument Prepared By: HIRSCHLER FLEISCHER Recording Paid By: HIRSCHLER FLEISCHER

Recording Returned To: FIDELITY NATIONAL TITLE INS CO

Address: 804 CHARLES STREET

City: FREDERICKSBURG State: VA Zip Code: 22401

Network



**VIRGINIA LAND RECORD COVER SHEET
FORM B - ADDITIONAL GRANTORS/GRANTEES**

Instrument Date: 11/9/2016

Instrument Type: AMEND

Number of Parcels: 3 Number of Pages: 7

City County
STAFFORD



GRANTOR BUSINESS / NAME

(Area Above Reserved For Deed Stamp Only)

- 3 Grantor: WASHINGTON REAL ESTATE INVESTMENT TRUST
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____

GRANTEE BUSINESS / NAME

- 3 Grantee: WASHINGTON REAL ESTATE INVESTMENT TRUST
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 11/9/2016
Instrument Type: AMEND
Number of Parcels: 3 Number of Pages: 7
 City County
STAFFORD

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____
Parcel Identification Number (PIN): NA

(Area Above Reserved For Deed Stamp Only)

Tax Map Number: 13C-D
Short Property Description: SEE INSTRUMENT

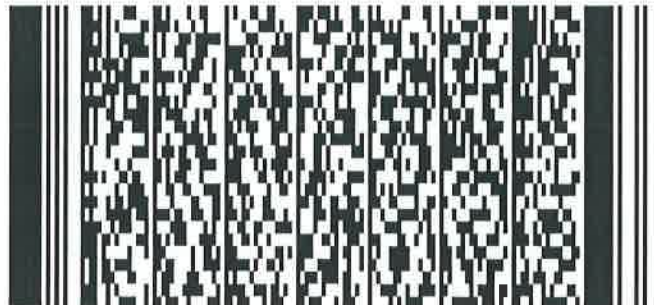
Current Property Address: NA
City: NA State: VA Zip Code: NA

Prior Recording At: City County

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____
Parcel Identification Number (PIN): NA

Tax Map Number: 13C-H
Short Property Description: SEE INSTRUMENT

Current Property Address: NA
City: NA State: VA Zip Code: NA



INSTRUMENT # 170003148
RECORDED IN THE CLERK'S OFFICE OF
STAFFORD COUNTY ON
FEBRUARY 17, 2017 AT 08:14AM

KATHY M. STERNE, CLERK
RECORDED BY: ASR



Kathy M. Sterne
Clerk Stafford Circuit Court
Judicial Center
1300 Courthouse Road
Stafford, VA 22555

Receipt For : HIRSCHLER FLEISCHER
Cashier : ASR

Instrument Type : AMEND
 Instrument # : 170003148
 Pages : 10
 1st Grantor : QBC PROPERTIES LLC
 1st Grantee : QBC PROPERTIES LLC
 Description: SEE INSTRUMENT
 Consideration: 0.00 Assumed Value: 0.00

Receipt # : 2017-025795
 Date : 02/17/2017 08:14am
 Document : 1 of 1
 Ex : N
 Ex : N
 Pct : 100.00%
 1st City: Y

Item #	Description	Qty	Unit Cost	Extended
301	Clerk 1-10 Pages	1	14.50	14.50
145	VSLA	1	1.50	1.50
106	TTF	1	5.00	5.00
Document 1				21.00
Grand Total				21.00
Check 86226				-21.00
Balance				0.00

HIRSCHLER FLEISCHER

Sun Trust Bank

Date: 02-13-17 Payee: Clerk, Stafford County Circuit Court, VA/endor #: 0362 CHECK #: 86226

Inv. Date	Invoice #	Description	G/L Acct.	Matter #	Amount
02/13/17	021317-1	Recording fee for Amendment to Second Amendment to Declaration	00100199000	032303.00029	21.00

HIRSCHLER
FLEISCHER
 ATTORNEYS AT LAW