

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-11P-LDC00166
ADDRESS OF PREMISES 1442 Pennsylvania Avenue, SE Washington, DC 20003-3029	PDN Number:

THIS AMENDMENT is made and entered into between

Jemal's KFC L.L.C., a District of Columbia Limited Liability Company

whose address is: 702 H Street, NW, Washington, D.C. 20001-3874

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

WHEREAS, the parties hereto desire to amend the above Lease as follows:

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 September 12, 2017 as follows:

- Acceptance of Space:** The Government hereby accepts the premises under this Lease as of **September 12, 2017**, for **6,685** rentable square feet (RSF), yielding **6,538** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space.
- Lease Term/Rent Commencement:** The Lease Term and Rent Commencement Date are hereby established as **September 12, 2017**, and the Lease shall expire September 11, 2027.

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: Norman Jemal
Title: Managing Member
Entity Name: Jemal's KFC, L.L.C.
Date: 10/11/2017

Signature: _____
Name: Daryl N. Jackson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/18/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Benjamin Chelack
Title: Financial Analyst
Date: 10/11/2017

3. **Annual Rent:** The Government shall pay the Lessor annual rent, effective September 12, 2017, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON-FIRM-TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$207,669.10	\$XXX,XXX.XX
TENANT IMPROVEMENTS RENT ²	\$32,458.38	\$0.00
OPERATING COSTS ³	\$44,624.00	\$XXX,XXX.XX
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0	\$0.00
PARKING	\$0	\$XXX,XXX.XX
TOTAL ANNUAL RENT	\$284,751.48	\$XXX,XXX.XX

¹Shell rent calculation:

(Firm Term) \$31.0649364 per RSF multiplied by 6,685 RSF

(Non-Firm-Term) \$XX per RSF multiplied by XX RSF

²The Tenant Improvement Allowance of \$280,120.61 is amortized at a rate of 3 percent per annum over 10 years.

³Operating Costs rent calculation: \$6.67524308 per RSF multiplied by 6,685 RSF

⁴Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years. Intentionally deleted.

4. **Tenant Improvement Allowance:** The entire Tenant Improvement Allowance of \$280,120.61 was utilized in full and no Tenant Improvement Allowance dollars remain.

5. **Broker Commission Credit:** The Government is entitled to [REDACTED] of Broker Commission Credit, to be credited to the shell rent portion of the annual rent payments until exhausted.

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

INITIALS:


LESSOR

&


GOVT