

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-11B-02231
ADDRESS OF PREMISES 600 19 TH STREET, NW WASHINGTON, DC 20006	PDN Number: N/A

THIS AMENDMENT is made and entered into between

International Bank for Reconstruction & Development ("World Bank")

whose address is: 1818 H Street, NW
Washington, DC 20433-0001

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 provide an interim solution for the payment of parking rent pending a determination of the rent commencement date for parking without prejudice to the rights of the Government or Lessor and subject to adjustment either increasing or decreasing the amount paid pursuant to the Lease Amendment No. 4 when the parking rent commencement date is finally determined or agreed upon by the parties.


NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:


- A. In accordance with Paragraph 6(N) of the Lease the Government had the right to use the entire garage commencing with the first occupancy of the Building by the Government. The Government began using the parking garage on July 25, 2013, when it began occupying the Leased Premises. According to the terms of the Lease, the rent for the parking was to begin on the lease commencement date. However, the Lessor and the Government have not yet determined or agreed upon the exact lease commencement date because of outstanding issues concerning acceptance of the space, the number of days of delay, whether and to what extent the delay is "Lessor Delay," "Government Delay," or "Excusable Delay," and whether and, if so, to what extent liquidated damages are owed due to the delay. The parties acknowledge, without prejudice to any of their rights, that it is possible that these issues may not be resolved for some time.

This Lease Amendment contains 2 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 
 Signature: _____
 Name: HISAO KIMURA
 Title: ACTING DIVISION MGR
 Entity Name: CORPORATE REAL ESTATE
 Date: THE WORLD BANK
30 September 2015

FOR THE GOVERNMENT: 
 Signature: _____
 Name: SEYMOUR W. GRAMM
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: November 16, 2015

WITNESSED FOR THE LESSOR BY:


 Signature: _____
 Name: _____
 Title: PROJECT MGR
 Date: 30 Sept 2015

- B. Notwithstanding the fact that the exact lease commencement date has not yet been determined, the Government and the Lessor want to establish an interim solution for the payment of parking rent. Accordingly, without prejudice to either the Government or Lessor, and subject to adjustment for either increasing or decreasing the amount of the rent paid pursuant to this Lease Amendment No. 4, the Government is willing to pay rent at the rate set forth below during the term of the Lease for the period beginning June 1, 2014, until the lease commencement date is determined or agreed upon by the parties.
- C. As per Paragraph 6(N) of the Lease, the rent for the remainder of the parking garage, other than the 25 spaces included in the office rent, is \$640,560.00 per year. To cover the period from June 1, 2014 until October 31, 2015, a period of 17 months, the Government will make a lump-sum payment of \$907,460.00 ($\$640,560.00/12 \text{ months} = \$53,380.00/\text{month} * 17 \text{ months}$). **Effective November 1, 2015**, the annual interim rent (given the provisions of Lease Amendment No. 1, the CPI adjustment in Lease Amendment No. 3, and the parking rent to be paid under this Lease Amendment No. 4) increases \$640,560.00, from \$22,997,956.55 to **\$23,638,516.55**, payable at the monthly rate of \$1,969,876.38, in arrears (including the adjustments in LA Nos. 2 and 3).
- D. The annual parking rent of \$640,560.00 as established by this Lease Amendment No. 4 does not include the 3% escalation discussed in Paragraph 6(N) of the Lease. Depending on the final determination of a lease commencement date, any escalations will be addressed in a further Lease Amendment at that time.
- E. The establishment of the parking rent by this Lease Amendment No. 4 and the payments referred to in Paragraphs B and C above are considered interim payments pending the determination of the lease commencement date and are without prejudice to any of the rights of Lessor or the Government including, without limitation, any adjustments to the amount of the payments either by increasing or decreasing the payments following the determination of or agreement to the lease commencement date.
- F. Notwithstanding anything to the contrary contained in Lease Amendment No. 3, the CPI adjustment set forth in Lease Amendment No. 3 is an interim adjustment of rent pending the determination of the rent commencement date by the parties. Depending on the final determination of a rent commencement date, the CPI adjustments will be addressed in a further Lease Amendment at that time. The establishment of the CPI adjustment established in Lease Amendment No. 3, is considered an interim adjustment of the rent pending the determination of the rent commencement date and is without prejudice to any of the rights of Lessor or the Government including, without limitation, any adjustments to the amount of the payments either by increasing or decreasing the payments following the determination of or agreement to the rent commencement date.
- G. This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Lease Contracting Officer.

INITIALS:


LESSOR

&


GOVT