

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-11P-LDC12615
ADDRESS OF PREMISES 1201 MARYLAND AVE SW WASHINGTON, DC 20024	PDN Number:

THIS AMENDMENT is made and entered into between Parcel 47D LLC

whose address is: 1201 Maryland Ave SW Ste 280 Washington DC 20024-2150

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 when signed by both parties as follows:

1.) Space Acceptance and Rent Commencement shall be as follows:

The Government accepts the leased space on **December 15, 2014**. The total term of the lease agreement is fifteen (15) years firm term. The commencement date of the rental shall begin on December 15, 2014 and shall expire on December 14, 2029. The office space square footage shall be 87,286 rentable square feet yielding, 73,934 ANSIBOMA Office Area (ABOA).

2.) The Government and the Lessor have agreed on the total Tenant Improvements costs as follows:

The total cost of the Tenant Improvements shall change from \$2,592,865.38 to \$5,318,082.19 (includes Reimbursable Work Authorization amount but not the Building Specific Amortized Capital amount).

A portion of the total Tenant Improvement costs **\$2,592,865.38**, shall be amortized over the fifteen (15) year firm term of the lease agreement at an interest rate of nine percent (9%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is **\$315,582.84** (includes interest) paid monthly in arrears in the amount of **\$26,298.57** (includes interest).

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 follows:

FOR THE LESSOR

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: June 25, 2015

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

WITNESSED

Signature: _____
 Name: _____
 Title: Vice President
 Date: June 25, 2015

[Handwritten signature]

The remaining balance of the total cost of the Tenant Improvements is **\$2,725,216.81** [\$5,318,082.19 – \$2,592,865.38] shall be paid by a lump-sum payments upon the substantial completion and acceptance by the Government of the tenant improvements. To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the PS number and shall be sent electronically to the GSA Finance Website or by mail.

3.) The Government and the Lessor have agreed on the total Building Specific Amortized Capital (BSAC) costs as follows:

The total cost of the BSAC shall be **\$1,848,350.00**

The total BSAC costs of \$1,848,350.00, shall be amortized over the fifteen (15) year firm term of the lease agreement at an interest rate of nine percent (9%) paid monthly in arrears. The annual cost of the amortized portion of the BSAC cost is **\$224,966.36** (includes interest) paid monthly in arrears in the amount of **\$18,747.20** (includes interest).

4.) The cash allowance shall be used as follows:

The cash allowance of **\$621,045.60** shall be used as additional free rent. The cash allowance is an additional amount to the free rent amount provided in the lease.

5.) Lease Paragraph 1.04, Broker Commission and Commission Credit, is hereby deleted in its entirety and replaced by the following:

A. DTZ Americas Inc (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to DTZ Americas Inc with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 21 Rental Payment \$290,953.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 21st Month's Rent.

Month 22 Rental Payment \$290,953.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] 5 adjusted 22nd Month's Rent.

Month 23 Rental Payment \$290,953.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 23rd Month's Rent.

Month 24 Rental Payment \$290,953.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 24th Month's Rent.

Month 25 Rental Payment \$290,953.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 25th Month's Rent.

5.) The Government shall pay the Lessor annual rent as follows:

From December 15, 2014 (month 1) through June 14, 2016 (month 18) the total annual rental shall be **\$0** at the rate of **\$0** paid monthly in arrears. The total annual rent consists of annual Operating Costs \$0. The total annual rent consists of annual Shell Costs of \$0. The total annual rent consists of annual Tenant Improvement Amortization Costs of \$0. The total

INITIALS: *J* LESSOR & *[Signature]* GOVT

annual rent consists of annual BSAC Amortization Costs of \$0. This period shall satisfy 18 months of free rent agreed upon in the lease.

From June 15, 2016 (month 19) through August 14, 2016 (month 20) the total annual rental shall be \$0 at the rate of \$0 paid monthly in arrears. The total annual rent consists of annual Operating Costs \$0. The total annual rent consists of annual Shell Costs of \$0. The total annual rent consists of annual Tenant Improvement Amortization Costs of \$0. The total annual rent consists of annual BSAC Amortization Costs of \$0. This period will partially satisfy the cash allowance amount, with a remaining amount of \$39,138.94 to be used for free rent.

From August 15, 2016 (month 21) through September 14, 2016 monthly rental payment \$290,953.33 minus prorated commission credit of [REDACTED] and minus [REDACTED] cash allowance used as operating rent free rent, equals a total monthly rental payment at a rate of \$112,274.20 paid monthly in arrears. The total monthly rent consists of Operating Costs of \$44,437.26 [REDACTED]. The total monthly rent consists of Shell Costs of \$22,791.17 [REDACTED]. The total monthly rent consists of Tenant Improvement Amortization Costs of \$26,298.57. The total monthly rent consists of BSAC Amortization Costs of \$18,747.20.

From September 15, 2016 (month 22) through January 14, 2017 (month 25) monthly rental payment \$290,953.33, minus prorated commission credit of [REDACTED], equals a total monthly rental payment at a rate of [REDACTED] paid monthly in arrears. The total monthly rent consists of Shell Costs of \$22,791.18 [REDACTED]. The total monthly rent consists of Operating Costs of \$83,576.20. The total monthly rent consists of Tenant Improvement Amortization Costs of \$26,298.57. The total monthly rent consists of BSAC Amortization Costs of \$18,747.20.

From January 15, 2017 through December 14, 2029 the total annual rental shall be \$3,491,440.00 at the rate of \$290,953.33 paid monthly in arrears. The total annual rent consists of annual Operating Costs of \$1,002,914.41. The total annual rent consists of annual Shell Costs of \$1,947,976.35. The total annual rent consists of annual Tenant Improvement Amortization Costs of \$315,582.84 (includes interest). The total annual rent consists of annual BSAC Amortization Costs of \$224,966.40 (includes interest).

6.) All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS

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LESSOR

&

[Signature]
GOVT