

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT 1
	TO LEASE NO. GS-11P-LDC12684
ADDRESS OF PREMISES 2101 Martin Luther King, Jr. Avenue, SE Washington, DC 20020	PDN Number:

**THIS AMENDMENT** is made and entered into between the 2101 MLK Revocable Trust

whose address is: 5620 Linda Lane  
Camp Springs, Maryland 20748

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 upon execution by the Government, as follows:

This Lease Amendment (LA) is hereby issued to reflect the leasing by the Government of an additional 19,005 rentable square feet (RSF) / 16,526 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space at 2101 Martin Luther King Jr Avenue SE, Washington, DC 20020 ("the Premises") and hereafter known as the "Expansion Space". The Expansion Space includes the addition of the entire 4<sup>th</sup> floor, the balance of the 3<sup>rd</sup> floor, and an increase in the size of the 1<sup>st</sup> floor as set forth below. The 1<sup>st</sup> floor space was increased to account for Lessor's movement of a demising wall subsequent to Lease execution. As such, the Government has increased the space under lease from 31,000 RSF/26,957 ABOA SF ("Original Space") to 50,005 RSF/43,483 ABOA SF. The Original Space has not been accepted and as such, the Lease has not commenced. Therefore the intent of the Government is that both the Original Space and the Expansion Space be incorporated into the same design and construction project as set forth in Section 4 of the Lease. The schedule described in that section shall not change. Additionally, all space heretofore under lease shall have a common lease commencement and expiration date, the establishment of which shall be upon substantial completion of the space and memorialization by LA. In consideration for the leasing of the Expansion Space, the following sections of the Lease shall be replaced:

1. Section 1.01 THE PREMISES (JUN 2012), subparagraph A, shall be replaced with the following:
  - A. Office and Related Space: 50,005 rentable square feet (RSF), yielding 43,483 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the entire 1st (10,969 RSF / 9,538 ABOA SF), 2nd (13,012 RSF / 11,315 ABOA SF), 3rd (13,012 RSF / 11,315 ABOA SF) and 4<sup>th</sup> (13,012 RSF / 11,315 ABOA SF) floors of the Building, as depicted on the floor plans attached hereto as Exhibit A.
  
2. Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2013), subparagraphs A and B, shall be replaced with the following:
  - A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,026,240.11
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 195,873.69
OPERATING COSTS <sup>3</sup>	\$ 278,869.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 114,278.70
PARKING	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$2,615,261.50</b>

<sup>1</sup>Shell rent calculation:  
(Firm Term) \$40.52<sup>5</sup> per RSF multiplied by 50,005 RSF

INITIALS:  &   
LESSOR & GOVT

<sup>2</sup>The Tenant Improvement Allowance of \$1,863,246.55 is amortized at a rate of 1% percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$5.58<sup>5</sup> per RSF multiplied by 50,005 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$1,087,075.00 is amortized at a rate of 1% percent per annum over 10 years

<sup>5</sup>Rates may be rounded

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 43,483 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

3. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) shall be replaced with the following:

A. **CBRE, 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 **CBRE, 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 1 Rental Payment of \$217,938.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

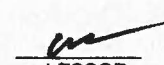
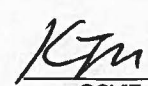
4. Section 1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013) shall be replaced with the following:

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLANS	4	A
PARKING PLANS	2	B
SECURITY REQUIREMENTS FOR SECURITY LEVEL III	10	C
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
AGENCY PROGRAM OF REQUIREMENTS	3	G

5. Section 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) shall be replaced with the following:

INITIALS:

 &   
LESSOR & GOV'T

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **65.26** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **50,005** RSF by the total Building space of **76,622** RSF.

6. Section 1.15 OPERATING COST BASE (SEP 2013) shall be replaced with the following:

The parties agree, for the purpose of applying the paragraph titled "Operating Cost Adjustment", that the Lessor's base rate for operating costs shall be **\$278,869.00/annum**. A new GSA Form 1217 is attached to this LA as Exhibit B which replaces the previous version.

7. Section 1.19 BUILDING IMPROVEMENTS (SEP 2012), item 2, shall be replaced with the following:

2. Lessor shall renovate restrooms located on the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors to meet (and ensure all other space in the Building meets) current Architectural Barriers Act Accessibility Standards (ABAAS) requirements, in accordance with Section 3.21 of this Lease;

This Lease Amendment contains 8 pages including Exhibits A (Floor Plans) and B (GSA Form 1217).

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:   
Name: George T. Curtis, III, as Trustee for the 2101 MLK Revocable Trust

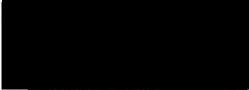
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature:   
Name: Kevin T. Morrison  
Title: Lease Contracting Officer  
GSA, Public Buildings Service

Date: OCT 22 2015

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Yessenia Lara  
Title: Admin Assistant  
Date: 9/24/15

INITIALS: GC & KTM  
LESSOR GOV'T