

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-11P-LVA12684 LDC
ADDRESS OF PREMISES 2101 Martin Luther King Jr. Ave SE Washington, DC 20020	PDN Number: NA Govt Leases KH CTR

THIS AMENDMENT is made and entered into between **2101 MLK Revocable Trust** whose address is:

5620 Linda Lane
Camp Springs, MD 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 acceptance of space and establishment of the lease commencement date for the subject lease for 50,005 rentable square feet (RSF)/ 43,483 ANSI/BOMA Office Area Square Feet (ABOASF) of office space and 33 surface parking spaces (8 reserved, 25 unreserved) at 2101 Martin Luther King Jr. Avenue, SE, Washington, DC 20020 ("the Premises.") The lease commencement date is established to be **February 8, 2017** and the expiration date is **February 7, 2027**.


- Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2013), subparagraph A, shall be replaced with the following:

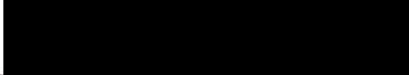
This Lease Amendment contains 2 pages.

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 LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: George T. Curtis, III, as Trustee for the 2101 MLK Revocable Trust
Title: Trustee
Entity Name: 2101 MLK Revocable Trust
Date: 3/10/17

Signature: 
Name: Kevin Morrison
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: APR 04 2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Michael B. Bimbert
Title: Chief Operating Officer
Date: 3/10/17

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$2,026,240.11
TENANT IMPROVEMENTS RENT ²	\$ 195,873.69
OPERATING COSTS ³	\$ 278,869.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 9,588.60
PARKING	\$ 0.00
TOTAL ANNUAL RENT	\$2,510,571.40

¹Shell rent calculation:

(Firm Term) \$40.52 (rounded) per RSF multiplied by 50,005 RSF

²The Tenant Improvement Allowance (TIA) of \$1,863,246.55 is amortized at a rate of 1% percent per annum over 10 years. The entire TIA was utilized in the buildout of the office space.

³Operating Costs rent calculation: \$5.58 (rounded) per RSF multiplied by 50,005 RSF

⁴Building Specific Amortized Capital (BSAC) of \$91,211.45 is amortized at a rate of 1% percent per annum over 10 years. Only \$91,211.45 of the total BSAC allowance provided by LA 1 of \$1,087,075.00 was utilized. As per Section 1.12 of the Lease, the unused portion of the BSAC allowance is returned to the Lessor in exchange for a decrease in rent.

2. Paragraph 3 of LA 1 amended the Broker Commission Credit due the Government to [REDACTED]. Due to the adjustment to rent in Paragraph 1 above, the Broker Commission Credit due the Government shall be amended to [REDACTED]. This amount shall be applied against the Shell Rent as follows:

Time Period	Rent Due	Broker Commission Credit	Adjusted Rent Due
February 8, 2017 – February 28, 2017	\$156,910.71	[REDACTED]	\$56,487.85

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 Government's Contracting Officer.

INITIALS: CRZ & KM
LESSOR GOVT