

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-11P-LDC12707
ADDRESS OF PREMISES Colorado Building 1341 G Street, NW Washington, DC 2005-3102	PDN Number: N/A

THIS AMENDMENT is made and entered into between

COLDC 54 Owner LLC

whose address is: 17300 Dallas Parkway, Suite 1010,
Dallas, TX 75248-1157

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 reflect the revised TI and BSAC allowances.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **upon execution by the Government**, as follows:

1. The unused portion of the Government's Tenant Improvement Allowance (TIA) is \$237,840.00. The unused portion of the Government's Building Specific Amortized Capital (BSAC) is \$71,352.00. Pursuant to Paragraph 1.09(A) in the lease, the Government is electing to return to the Lessor the entirety of the TIA in exchange for a decrease in rent.

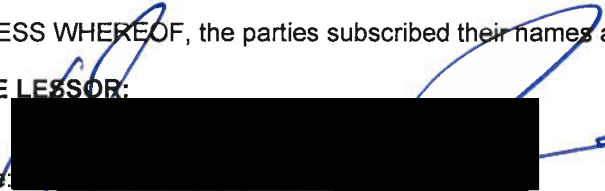
This Lease Amendment contains 2 pages.

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: Diego Rico
 Title: Vice President
 Entity Name: COLD 54 Owner, LLC
 Date: February 24, 2016

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: SUSAN M. MANISCALCO
 Title: PARALEGAL
 Date: February 24, 2016

2. Paragraph 1.03(A) of the Lease Form L2021C is hereby amended as follows:

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

	FIRM TERM	
	ANNUAL RENT ⁶	ANNUAL RENT/RSF
SHELL RENT ¹	\$536,448.12	\$39.569825
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00
OPERATING COSTS ³	\$158,401.44	\$11.684107
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	N/A	
TOTAL ANNUAL RENT	\$694,849.56	\$51.253932


¹Shell rent calculation (Firm Term): \$39.569825 per RSF (or \$45.11 per ABOA) multiplied by 13,557 RSF²Total Tenant Improvement Allowance of \$0.00 per ABOA is amortized at a rate of 0 percent per annum over 10 years.³Operating Costs rent calculation: \$11.684107 per RSF (or \$13.32 per ABOA) multiplied by 13,557 RSF⁴The Total Building Specific Security Costs of \$0.00 per ABOA is amortized at a rate of 0 percent per annum over 10 years⁵Parking costs described under sub-paragraph H below⁶Annual rent is rounded

3. Paragraph 1.04 of the Lease Form L2021C is hereby amended as follows:

1.04 RENT CONCESSIONS (JUN 2012)

The Government shall be entitled to free rent in the amount of [REDACTED] to be applied against the monthly fully serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully recaptured in equal monthly installments over the shortest time practicable.

INITIALS:



LESSOR

&

GOV'T