

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 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 change of the Premises to include the addition of the 8th floor of the Building and the vacation of Suite 720, all as provided herein.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date hereof, as follows:

1. Term:

The term for the Expansion Space ("Expansion Space Term") shall commence on the earlier of (x) September 1, 2016 and (y) such earlier date that the Government accepts the Expansion Space ("Expansion Space Commencement Date") and shall expire on the same date as the expiration date for the remainder of the Premises, that is, April 7, 2026.

2. Premises:

(a) Expansion Space. The Premises is hereby expanded to include Space on the entire 8th floor of the Building comprised of 11,452 RSF (or 9,587 ABOA SF) and known as Suite 800 ("Expansion Space").

(b) Relinquishment of the Suite 720 Premises. The Government hereby agrees to relinquish and vacate the portion of the Premises known as Suite 720, comprising 2,585 RSF / 2,267 USF, located on the 7th floor of the Building ("Suite 720").

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: Cindy Woon
Title: Vice President
Entity Name: COLDC 54 Owner, LLC
Date: 5/23/16

Signature:

Name: PAUL A. ROBERTS
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/3/2016

WITNESSED FOR THE LESSOR BY:

Signature:

Name: SUSAN M. MANISCALCO
Title: Paralegal
Date: 5/23/16

Premises). The Government shall vacate the Suite 720 Premise no later than the Expansion Space Commencement Date.

(c) Total Premises. From and after the Expansion Space Commencement Date and the Government's vacation of the Suite 720 Premises, the Premises shall mean 22,424 rentable square feet (RSF), yielding 19,212 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space including: (i) the Expansion Space and (ii) the entire 9th floor of the Building, consisting of 10,972 RSF (or 9,625 ABOA SF) and known as Suite 900 ("9th Floor Premises").

3. Rent:

(a) Expansion Space Rent. The Government's annual rent for the Expansion Space shall be \$647,038.00 (\$56.50 per BOMA rental square foot (BRSF) or \$67.491186 per ANSI/BOMA Office Area square foot (ABOASF)) payable at the rate of \$53,919.83 per month in arrears. Rent for any partial calendar month during the Expansion Space Term shall be prorated based on the number of days in such month. The annual rent shall continue to be subject to adjustments in accordance with the provisions in this Lease Amendment and the Lease throughout the Lease term.

(c) 7th Floor Premises Rent. From and after the Expansion Space Commencement Date and the Government's vacation of the Suite 720 Premises, the Government shall no longer have any further rental obligations for the Suite 720 Premises. If the Government does not timely vacate the Suite 720 Premises, the Government shall pay rent monthly therefor for each month the Government remains in the space at an annual rate of \$51.25 per BOMA rental square foot (BRSF) or \$58.426820 per ANSI/BOMA Office Area square foot (ABOASF)) and, notwithstanding anything to the contrary herein, no such rent shall be subject to abatement or free rent pursuant to Section 4 of this Lease Amendment No. 2 or any other provision of this Lease.

4. Free Rent:

(a) Expansion Space Free Rent. Beginning on the Expansion Space Commencement Date, Space rent for the initial 14 months of the Expansion Space Term shall be abated in its entirety in an aggregate total amount of \$754,877.67.

(b) Other Free Rent. Notwithstanding anything to the contrary herein, because the Government has elected to vacate the Suite 720 Premises, there shall be no abatement of any portion of the 720 Premises Rent. Notwithstanding anything to the contrary in other provisions of this Lease, in conjunction with the 9th Floor Premises, the Government shall be entitled to free rent in the aggregate total amount of \$843,537.22 (18 months x \$562,358.15 annual rent for 9th Floor Premises) to be applied against the 9th Floor Premises Rent until the free rent is exhausted. As of September 1, 2016 the Government will have exhausted \$278,313.40 (4 months and 25 days at a total rate of \$694,849.56 annually) of the aforementioned free rent allowance, with \$565,223.82 of rental abatement remaining, to be applied against the 9th Floor Premises Rent.

5. Operating Costs:

The annual rent shall be inclusive of operating costs. The "Operating Cost Base" for the purposes of calculating future Operating Cost Adjustments shall be \$13.32 per ABOA SF for the entire Premises. Henceforth and throughout the duration of the lease term, operating costs shall be subject to annual adjustments in accordance with the provisions of this Lease.

Lessor shall commence paying Operating Cost Adjustments for the Expansion Space commencing on the first anniversary of the Expansion Space Commencement Date and for the 9th Floor Premises commencing on April 8, 2017.

6. Real Estate Taxes:

The Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall be 16.90%. The Percentage of Occupancy is derived by dividing the total Government Space of 22,424 RSF by the total Building space of 132,714 RSF. Notwithstanding anything to the contrary herein or in the Lease, the Real Estate Tax Base shall be the unadjusted Real Estate Taxes for the Tax Year that runs from October 1, 2016 - September 30, 2017.

INITIALS:


LESSOR

&


GOVT