

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS-11P-LDC12707
ADDRESS OF PREMISES Colorado Building 1341 G Street NW Washington, D.C. 20005-3102	PDN Number:

THIS AMENDMENT is made and entered into between UNIZO REAL ESTATE DC EIGHT LLC.

Whose Address is: 1325 G St NW Suite 110
Washington, D.C. 20005-3129

herein after 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.

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 September 1, 2016 and shall be coterminous with the Lease and expire on the same date as the expiration date for the remainder of the Premises, which 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. Total Premises: Effective September 1, 2016 the total Premises of this Lease shall be 25,009 RSF yielding 21,479 ABOA SF of office and related space which includes (the Lease Space) of Suite 720 (2,585 RSF / 2,267 ABOA SF), Suite 900 (10,972 RSF / 9,625 ABOA SF) and the Expansion Space of Suite 800 (11,452 RSF / 9,587 ABOA SF).

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
 Name: Masato Yamamoto
 Title: Co-president
 Entity Name: UNIZO REAL ESTATE DC EIGHT LLC
 Date: July 25, 2018.

FOR THE GOVERNMENT:

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

WITNESSED FOR THE LESSOR BY:

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

3. Rent:

- a. Expansion Space: The annual rent for "the Expansion Space" - (as described above) is \$647,038.00 or \$56.50/BRSF. This annual rent includes the operating cost basis of \$13.32 ABOA SF or \$11.64107 RSF.
- b. Total Annual Rent: The annual rent for "the Lease Space"- (as described above) is \$694,849.56 or \$51.253932/RSF. The annual rent for "the Expansion Space" is \$647,038.00 or \$56.50. Therefore, the total annual rent for both "the Lease Space" and "the Expansion Space" is \$1,341,887.56.
- c. Past Due Rent: The Government owed a total of \$1,025,897.96 to the Lessor for rent between April 27, 2017 - May 31, 2018. The Government has paid a total of \$118,513.72 + \$229,211.66 = \$347,725.38. Therefore, the Government owes the Lessor \$678,172.58 (the "Past Due Rent"). This amount will be paid in a lump sum payment within 30 days following the mutual execution of this LA. Exhibit A shows financial breakdown. In addition, Lessor acknowledges receipt of an additional sum of \$335,699.41 erroneously paid by the Government (the "Overpaid Rent"). Lessor shall pay the Overpaid Rent to the Government within 30 days following receipt of the Past Due Rent. The parties acknowledge that the installment of Annual Rent for June 2018 is not included within the above figures and shall be paid separately by the Government in accordance with the terms of the Lease.

4. Free Rent:

- a. In accordance with paragraph 4(a) of Lease Amendment #2, the Government was entitled to free rent for the initial 14 months of the Expansion Term in the amount of \$754,877.67. The Government's total due discussed in 3(c) above reflects this free rent. The Parties agree the Government is not entitled to any further free rent as outlined in paragraph 4(a) of Lease Amendment #2.

5. Termination of Suite 720 Premises:

The Government shall surrender possession of the square footage located in the Suite 720 Premises (2,585 RSF / 2,267 ABOA SF), and the Government's lease of the Suite 720 Premises shall terminate on the earlier to occur of (i) sixty (60) days following substantial completion of the Government's initial improvements to the Expansion Space, or (ii) the date that the Government has vacated and surrendered Suite 720 and commenced use and occupancy of the Expansion Space. Within forty-five (45) days following such termination, the Government will issue a unilateral Lease Amendment reducing the square footage of the Suite 720 Premises from this Lease. 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 the applicable rate set forth in section 3 of LA # 2 which indicates a rental rate of annual rate of \$51.25 per BOMA rental square foot (BRSF) or \$58.443494 per ANSI/SOMA Office Area square foot (ABOASF).

6. Percentage of Occupancy:

The Government's percentage of occupancy for real estate tax purposes shall be 18.84%. The percentage of Occupancy was derived by dividing the total Government leased space by the total building space (25,009 RSF / 132,714 RSF).

7. In the case of any conflict between this LA and any other provision of the Lease and its attachments, this LA shall govern.

INITIALS:


LESSOR

&

GOVT