

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1
	TO LEASE NO. GS-11P-LDC12732
ADDRESS OF PREMISES Patriots Plaza II 375 E Street SW Washington, DC 20024-3221	PDN Number:

THIS AMENDMENT is made and entered into between: MEPT/FCP Patriots Plaza LLC
whose address is:

c/o Bentall Kennedy
7315 Wisconsin Avenue, Suite 350 W
Bethesda, MD 20814-3249

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) to reflect the reconciliation of the Tenant Improvement Allowance (TIA) under the lease. In accordance with Paragraph 1.09 of the Lease, the Government has the right to return to the Lessor any unused portion of the TIA in exchange for a decrease in rent, according to the agreed-upon amortization rate over the Firm Term. Accordingly, the Government and the Lessor agree that as of February 1, 2018, the Government has utilized \$267,057.52 of the \$994,275.00 of tenant improvement allowance under the Lease. Consequently, the Government and the Lessor agree that the unused portion of the TIA is in the amount of \$727,217.48.

The Government hereby returns such unused TIA to the Lessor and captures the reconciliation of the TIA as calculated in Exhibit A of this LA and as summarized below:

1. Effective February 1, 2018, the Government is due a one-time lump sum credit for the overpayment on tenant improvement allowance in the amount of \$169,684.08 from the time period of December 1, 2016 through January 31, 2018 (14 months). This credit will be taken as a withhold.
2. Effective February 1, 2018, the annual rent of the Lease shall decrease by \$145,443.50 from \$2,183,844.64 to \$2,038,401.14, payable at \$169,866.76 per month in arrears. The annual rent for tenant improvement allowance shall be reset in the amount of \$53,411.50.

This document shall not constitute a payment obligation until the date of its execution by the United States. As a result, except as specifically discussed elsewhere in this LA, even though payments are to be made retroactively, no moneys whatsoever are due under this agreement until thirty (30) days after its execution.

This Lease Amendment contains 1 page plus Exhibit A.

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:

MEPT/FCP Patriots Plaza LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Jeanette R. Flory
VP
4/17/18

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Date: _____

Kevin T. Morrison
Lease Contracting Officer
GSA, Public Buildings Service

MAY 02 2018

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Diana Antonelli
VP
4/17/18