

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT:  NO. 1
	TO LEASE NO.:  GS-11P-LDC12632
ADDRESS OF PREMISES:  1722 EYE STREET, NW WASHINGTON, DC 20006-3705	DATE:  <i>JANUARY 13, 2015</i>

**THIS AGREEMENT** made and entered into this date by and between **1722 Eye Street Associates, L.P.**

whose address is: 7811 Montrose Road  
Potomac, MD 20854

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 incorporate the following modifications to the existing Lease terms.

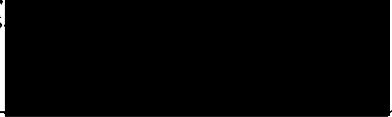
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:


A. EXPANSION OF THE PREMISES:

The Government hereby agrees to lease 19,188 RSF of additional space, yielding approximately 13,964 ABOA in 1722 Eye Street, NW. The additional premises are comprised of the following areas within the building: (1) The C-1 Level which includes 14,118 RSF, yielding approximately 9,594 ABOA, and includes an area of storage space comprising 1,221 RSF, yielding approximately 1,082 ABOA; and, (2) the area of the upper mezzanine identified as the M1 space including 5,070 RSF, yielding approximately 4,370 ABOA (collectively, the "Expansion Space"). The Expansion Space is shown on the

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

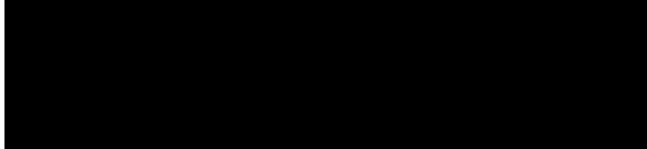
**FOR THE LESSOR:**  
1722 EYE STREET AS 

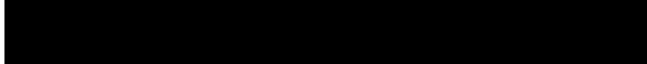
Signature: 

Name: Richard S Cohen

Title: General Partner

Date: 12/11/2014

**FOR THE** 


Signature: 


Name: MARK Stalskiw

Title: Lease Contracting Officer

Agency: GSA - Public Buildings Service

Date: \_\_\_\_\_

**WITNESSED FOR** 

Signature: 

Name: DORIAN MITCHELL

Title: ASSET MANAGER

Date: 12/11/2014

attached plans. Effective upon the delivery and the Government's acceptance of the Expansion Space, the premises shall be increased from 54,771 RSF, yielding 47,387 ABOA, to 73,959 RSF, yielding approximately 61,351 ABOA, comprising the entire 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> floors, the entire C-1 Level and a portion of the Mezzanine, and the rent shall be increased as shown on the following chart.

Suite	RSF	ABOA	Rate/RSF	Total
C-1 Office	12,897	8,512	\$30.00	\$386,910.00
C-1 Storage	1,221	1,082	\$18.00	\$21,978.00
M-1 Mezzanine	5,070	4,370	\$42.908807	\$217,547.65
Total Expansion Space	19,188	13,964	\$32.64726	\$626,435.65

**B. RENT:**

Effective upon acceptance of the Expansion Space, the total annual rent as set forth in Section 1.03 of the Lease shall be amended from \$2,350,158.27 to **\$2,976,593.92**, (to include the Expansion Space rent of \$626,435.65), payable monthly in arrears in the amount of \$248,049.49. The first twelve months of annual rent for the Expansion Space shall also be abated, and the rent for the C-1 Level only will be abated for an additional twelve months. Accordingly, the rent for the 13<sup>th</sup> & 14<sup>th</sup> months of the term will be reduced as follows to incorporate the additional year of rent abatement for the C-1 Level:

Thirteenth (13th) Month's Rental Payment of \$248,049.49 minus one half (1/2) of the additional rent abatement for the C-1 Level, \$204,444.00, equals the adjusted 13<sup>th</sup> Month's Rent of \$43,605.49.

Fourteenth (14th) Month's Rental Payment of \$248,049.49 minus one half (1/2) of the additional rent abatement for the C-1 Level, \$204,444.00, equals the adjusted 14<sup>th</sup> Month's Rent of \$43,605.49.

The full monthly payment of \$248,049.49 for the entire premises including the Expansion Space will commence with the payment for the fifteenth (15<sup>th</sup>) month after commencement of the term.

**C. TI ALLOWANCE AND BSAC:**

Effective upon execution of this Lease Amendment, the Tenant Improvement Allowance as set forth in Section 1.08 of the Lease shall be amended to be **\$2,347,477.55** (\$38.95 X 60,269 ABOA, which is the entire premises not including the storage space). Also, effective upon execution of this Lease Amendment, the Building Specific Amortized Capital as set forth in Section 1.11 of the Lease is amended to be **\$361,614.00** (\$6.00 X 60,269 ABOA, which is the entire premises not including the storage space). There are no allowances included for the storage space. The amortization rates and other terms relative to the TI Allowance and the BSAC remain the same.

**D. OPERATING COSTS & REAL ESTATE TAXES:**

Effective upon acceptance of the Expansion Space, the base for operating costs as set forth in Section 1.15 of the Lease shall be amended from \$504,671.55 to **\$670,223.28** (\$9.214211 X 72,738 RSF [\$670,223.28] of office space only – there is no amount included for the 1,221 RSF of storage space). Also, effective upon acceptance of the Expansion Space, the percentage of occupancy for purposes of real estate tax adjustments as set forth in Section 1.13 of the Lease shall be amended to **38.818%** (73,959 RSF divided by the total building space of 190,528 RSF).

This document will not constitute an obligation until the date of execution by the Government. Therefore, while payments may be made retroactively, no monies whatsoever are due until sixty (60) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS:

RSC  
LESSOR

&

[Signature]  
GOVT