

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT: NO. 2
	TO LEASE NO.: GS-11P-LDC12632
ADDRESS OF PREMISES: 1722 EYE STREET, NW WASHINGTON, DC 20006-3705	DATE: 2/10/2016

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 establish the acceptance of the leased premises 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. ACCEPTANCE OF THE PREMISES:

The Lessor has delivered the leased premises as substantially complete and the Government has accepted the premises in partial increments as follows: 18,259 RSF (15,804 ABOA) on the entire 7th floor on **July 23, 2015**; 18,255 RSF (15,796 ABOA) on the entire 8th floor on **August 5, 2015**; 18,257 RSF (15,787 ABOA) on the entire 9th floor on **August 21, 2015**; 14,118 RSF (9,594 ABOA) on the C1 level on **September 24, 2015** except for the shower area including 905 ABOA; and, 5,070 RSF (4,370 ABOA) on the upper mezzanine M1 level on **October 8, 2015**. In accordance with General Clause 11,

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, NW
[Redacted]
Signature: [Redacted]
Name: [Redacted]
Title: General Partner
Date: January 4, 2016

FOR THE GOVERNMENT
[Redacted]
Signature: [Redacted]
Name: Mark Stadsklev
Title: Lease Contracting Officer
Agency: GSA - Public Buildings Service
Date: 2/10/2016

WITNESSED FOR THE LESSOR BY:
[Redacted]
Signature: [Redacted]
Name: Brian K. Mistysyn
Title: Asset Manager
Date: 1/4/2016

552.270-19 Progressive Occupancy, the Government and Lessor acknowledge and agree that the composite acceptance date for the entire premises, 73,959 RSF (61,351 ABOA) is **August 20, 2015**.

B. LEASE TERM:

The ten (10) year firm term of this Lease is hereby established commencing on August 20, 2015, and expiring on August 19, 2025.

C. RENT COMMENCEMENT:

Effective upon August 20, 2015, the Government shall pay to the Lessor the total annual rent as set forth in Section 1.03 of the Lease, as amended in LA #01, and reduced herein for the BSAC credit (see below) **\$2,944,316.08**, (\$39.81/RSF - \$47.99/ABOA) payable monthly in arrears in the amount of **\$245,359.67**. The first twelve months of total annual rent shall be abated in their entirety, and the rent for the C-1 Level only will be abated for an additional twelve months. Accordingly, the rent for the 13th & 14th 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 (August 20, 2016 – September 19, 2016) payment of \$245,359.67 minus one half (1/2) of the additional rent abatement for the C-1 Level, \$202,178.00 (as adjusted for the BSAC credit), equals the adjusted 13th Month's Rent of \$43,181.67.

Fourteenth (14th) Month's (September 20, 2016 – October 19, 2016) payment of \$245,359.67 minus one half (1/2) of the additional rent abatement for the C-1 Level, \$202,178.00, equals the adjusted 14th Month's Rent of \$43,181.67.

The full monthly payment of \$245,359.67 for the entire premises including the Expansion Space will commence with the payment for the fifteenth (15th) month after commencement of the term (October 20, 2016 – November 19, 2016).

D. TI ALLOWANCE AND BSAC:

The Government has utilized the entire Tenant Improvement Allowance as set forth in Section 1.08 of the Lease, as amended, **\$2,347,477.55**, and the remaining balance is **\$0.00**. Also, the Government has utilized \$38,835.56 of the available Building Specific Amortized Capital as set forth in Section 1.11 of the Lease, as amended, **\$361,614.00**, and the remaining balance to be credited to the Government is **\$322,778.44**. This credit shall be effective by reducing the annual rent by \$32,277.84 per annum, resulting in a revised annual rent of \$2,944,316.08 (\$2,976,593.92 - \$32,277.84).

E. OPERATING COSTS & REAL ESTATE TAXES:

In accordance with Section 1.15 of the Lease, as amended in LA #01, the operating costs base is **\$670,223.28**, and in accordance with Section 1.13 of the Lease, as amended by LA #01, the percentage of occupancy for purposes of real estate tax adjustments is **38.818%**.

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: PK & [Signature]
LESSOR & GOVT