

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT : 1 (Page 1 of 2)
LEASE AMENDMENT	TO LEASE NO. GS-11P-LDC12656
ADDRESS OF PREMISES: 955 L'Enfant Plaza, SW, Suite 4000 Washington, DC 20024-2119	PDN Number: 3DC0408

THIS AMENDMENT is made and entered into this date by and between: **Potomac Creek Associates, LLC**, whose address is 955 L'Enfant Plaza, SW, Suite 1208; Washington, DC 20024-2119

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 an increased Tenant Improvement Allowance (TIA) and to attach the working construction schedule:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that:

- Paragraph 1.08, Tenant Improvement Allowance, is amended to increase the TIA available to the Government to the maximum amount allowed of \$1,122,087.18 (\$46.74/ABOA SF) from \$935,072.65 (\$38.95/ABOA SF), which reflects an increase of \$187,014.53 (\$7.79/ABOA SF). This maximum TIA of \$1,122,087.18 will be amortized over the firm term at the annual interest rate of 0% interest. Upon completion of the space and acceptance by the Government, a separate LA will be prepared to memorialize the final amount of the TIA and the revised rent.
- Paragraph 4.01, Schedule for Completion of Space, as well as Solicitation Attachment #2 – Construction Schedule, are superseded by the attached Construction Schedule, which is hereby incorporated into the Lease, which details tasks and milestones for occupancy to occur on or about February 26, 2016.

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 thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until after that time.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

All other terms and conditions of the base lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: Authorized Signatory
Entity Name: Potomac Creek Associates
Date: 4/30/15

FOR THE GOVERNMENT:

Signature: _____
Name: Glenita W. Jones
Title: Lease Contracting Officer
Entity Name: GSA, Public Buildings Service
Date: 10/22/2015

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

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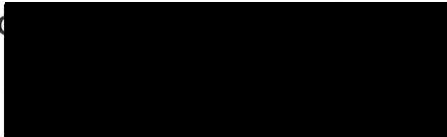
WITNESSED FOR

Signature:

Name:

Title:

Date:



STEPHEN MESSER
V.P. Construction Management
6/30/15

INITIALS:

SM
LESSOR

&

[Signature]
GOVT