

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT : 2 (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, 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 accept the space for occupancy and rent commencement.

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:

1. **Date of Substantial Completion:** The Government hereby accepts as substantially complete the demised premises of 27,714 Rentable Square Feet (RSF), yielding 24,007 ANSI/BOMA Office Area (ABOA) Square Feet (SF) of office and related Space located on a portion of the 4th floor in Suite 4000 located in 955 L'Enfant Plaza, Washington, DC 20024-2119. The Lease Term Commencement Date shall be March 23, 2016, therefore the term shall commence March 23, 2016 and the lease shall expire March 22, 2026.
2. **Annual Rent:** Pursuant to the Lease Paragraph 1.03, and Lease Amendment 1, the annual rent for the Firm Lease term shall be, \$1,147,150.49 or \$95,595.87 per month payable in arrears.
3. **Rent Concessions/Abatement:** Pursuant to Lease Paragraph 1.04, the Government shall be entitled to a total rent abatement of \$1,222,486.46 to be applied against the monthly fully serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully recaptured in equal monthly installments.
4. **Percentage of Occupancy:** Pursuant to Lease Paragraph 1.13, the Government's percentage of occupancy for real estate tax purposes shall be 9.79%.
5. **Base Operating Expenses:** Pursuant to the Lease Paragraph 1.15, the Lessor's base rent for operating costs shall be \$10.84 ABOA SF (\$9.39 per RSF) \$260,235.87 per annum for the entire premises.

INITIALS:

  
LESSOR

&

  
GOV'T

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6. **Tenant Improvement Allowance:** Pursuant to Lease Paragraphs 1.03 and 1.08, this LA acknowledges and memorializes the Government and Lessor agreement per LA #1, that the Tenant Improvement Allowance for the maximum amount of \$1,122,087.18 (\$46.74/ABOA SF) has been fully utilized and is amortized over the firm term in the rent @ 0% interest.

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 subscribed their names as of the below date.

FOR THE LESSOR

Signature

*B.P.C.*  
Name:

Brian P. Coulter  
Managing Member

Title:

*FOOTNOTE: CREATIVE ASSOCIATES, LLC, BY JTB6 Lessor*

Entity Name *Phase 1A-22, LLC, 175 Monongahela*

*By Lessor Phase 1A Member, LLC, By:*

Date:

4/15/2016  
*JTB6/Company Manager, LLC, its*  
*Managing Member*

FOR THE GOVERNMENT:

Signature

Name:

Glenita W. Jones

Title

Lease Contracting Officer

Entity Name:

GSA, Public Buildings Service

Date:

5/12/2016

WITNESSED

Signature:

Name:

Kazenna B. Peters

Title:

Admin Assistant

Date:

4/18/2016

Lease Amendment Form 12/12

INITIALS:

BC  
LESSOR

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