GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. GS-11P-LMD12623
ADDRESS OF PREMISES 6710 ROCKLEDGE DRIVE BETHESDA, MD 20817-1824	PDN Number:

THIS AMENDMENT is made and entered into between **ND Properties, Inc.**

whose address is: **730 Third Avenue**
New York, NY 10017

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 the date of the Lease Contracting Officer's signature below as follows:

1. PREMISES:

   The Premises covered by this Lease consists of is 88,867 Rentable Square Feet (RSF) yielding 77,853 ANSI/BOMA office area square feet (ABOA SF) of office and related space located on Floors 1 through 3 of the Building located at 6710 Rockledge Drive, Bethesda, MD 20817-1824.

2. TERM:

   The firm term shall be for **fifteen (15) years firm** beginning on **JULY 15, 2015** and ending on **JULY 14, 2030**. The Government and the Lessor agree that the Lessor's construction of Tenant Improvements is substantially complete, the Government accepts the Space, and rent payments shall commence.

This Lease Amendment contains 3 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 [redacted]

FOR THE LE[redacted]

Signature:
Name:
Title:
Entity Name: ND Properties, Inc.
Date: 7-21-15

FOR TH[redacted]

Signatu
Name:
Title:
GSA, Public Buildings Service
Date: 10-19-15

WITNESSED FOR THE LESSOR BY: [redacted]

Signature:
Name:
Title: Senior Administrative Assistant
Date: 7/21/15

3. ANNUAL RENT:

Effective **JULY 15, 2015**, the Government shall pay the Lessor annual rent in accordance with the following:

	FIRM TERM YEARS 1-5 ANNUAL RENT	FIRM TERM YEARS 6-10 ANNUAL RENT	FIRM TERM YEARS 11-15 ANNUAL RENT
SHELL RENT[1]	$ 1,129,025.33	$ 1,217,892.33	$ 1,351,192.83
TENANT IMPROVEMENTS RENT[2]	$ 202,158.29	$ 202,158.29	$ 202,158.29
OPERATING COSTS[3]	$ 736,707.43	$ 736,707.43	$ 736,707.43
BUILDING SPECIFIC AMORTIZED CAPITAL[4]	$ 20,483.45	$ 20,483.45	$ 20,483.45
PARKING	$ 0.00	$ 0.00	$ 0.00
TOTAL ANNUAL RENT	**$ 2,088,374.50**	**$ 2,177,241.50**	**$ 2,310,542.00**

[1]Shell rent (Firm Term) calculation: **$12.7047 (Years 1-5, rounded), 13.7047 (Years 6-10, rounded), $15.2047 (Years 11-15, rounded)** per RSF multiplied by 88,867 RSF
[2]The Tenant Improvement Allowance of **$38.95 per BOASF** is amortized at a rate of 0.00 percent per annum over 15 years.
[3]Operating Costs rent calculation: $8.29 per RSF multiplied by 88,867 RSF
[4]Building Specific Amortized Capital (BSAC) of **$307,251.80** are amortized at a rate of 0.00 percent per annum over 15 years

4. OPERATING COSTS:

For the purposes of adjustments permitted in Section 2.09 of the Lease, the aforementioned annual rent includes an Operating Cost Base of **$736,707.43 per annum**.

5. REAL ESTATE TAXES:

For the purposes of adjustments permitted in Section 2.07 of the Lease, the Government's percentage of occupancy is **28.7423387** percent (88,867 RSF divided by the total Building space of 309,185 RSF). In accordance with Section 2.07.B. the Lease, the real estate tax base shall be the unadjusted real estate taxes for the first full tax year following the commencement of the Lease term.

6. TENANT IMPROVEMENT ALLOWANCE:

In accordance with the Lease, the Lessor provided a total Tenant Improvement Allowance (TIA) of **$3,032,374.35** ($38.95 per ABOA SF), which has been expended in its entirety. The aforementioned annual rent includes **$202,158.29** in annual amortized TIA costs, which was amortized at the interest rate of **zero percent (0.0%)** over the **15-year** firm term of the Lease.

7. BROKER COMMISSION, COMMISSION CREDIT AND RENT ABATEMENT:

A. The Government shall have eighteen and one half (18.5) months of free rent at the beginning of the Firm Term; this amount is equal to **$3,219,577.39**. During the aforementioned period of free rent the Government's rent due to the Lessor is **$0.00**; rents as defined in Section 1.03 of this Lease shall commence in the second half of the nineteenth (19th) month of the Firm Term. The partial payment in the nineteenth (19th) month shall equal **$87,015.60**.

B. The Government shall have five (5) months of brokers commission credit at the start of first full rent payment in the twentieth (20th) month of the Firm Term; this amount being equal to [redacted]. During the aforementioned period of the broker's commission credit the Government's rent due to the Lessor is [redacted] *Reference Section 1.04.*

Month 01 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 02 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 03 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

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Month 04 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 05 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 06 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 07 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 08 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 09 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 10 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 11 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 12 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 13 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 14 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 15 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 16 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 17 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 18 Rental Payment $174,031.21 minus Free Rent of $174,031.21 equals $0.00

Month 19 Rental Payment $174,031.21 minus Free Rent (1/2 Month) of $87,015.61 equals $87,015.60

Month 20 Rental Payment of $174,031.21 minus prorated Commission Credit of [redacted] equals [redacted]

Month 21 Rental Payment of $174,031.21 minus prorated Commission Credit of [redacted] equals [redacted]

Month 22 Rental Payment of $174,031.21 minus prorated Commission Credit of [redacted] equals [redacted]

Month 23 Rental Payment of $174,031.21 minus prorated Commission Credit of [redacted] equals [redacted]

Month 24 Rental Payment of $174,031.21 minus prorated Commission Credit of [redacted] equals [redacted]

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 that time.

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

INITIALS: JF &
LESSOR GOVT