GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. **87** TO LEASE NO. GS-11B-40160
ADDRESS OF PREMISES 1100 L STREET, NW WASHINGTON, DC 20005-4035	PDN Number: N/A

THIS AMENDMENT is made and entered into between 12th & L Streets L.P.

whose address is: 1120 Connecticut Avenue, NW,
Suite 1200
Washington, DC 20036-0000

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, upon execution of the Government, as follows:

1. This lease amendment is issued to reflect an extension of the Lease for nineteen (19) months and eleven (11) days for 174,670 Rentable Square Feet (RSF), yielding 151,887 Net Usable Area Square Feet (USF) of office and related space. The extension term shall commence on May 20, 2016 and shall expire on December 31, 2017.

2. Effective May 20, 2016, the annual rent for the extension term shall be **$6,986,800.00** (174,670 RSF X $40.00/RSF), payable at the rate of $582,233.33 per month in arrears. The Lessor shall not provide any tenant improvement allowance during the extension period. The Lessor shall also not provide cyclical painting and cyclical carpeting during the extension period.

3. For the purposes of operating cost adjustments, effective May 20, 2016, the current operating cost, in accordance with Paragraph 3.6 of the SFO, shall be (b) (4) [redacted]. During the extension period, the base for operating costs shall not be subject to annual CPI adjustments, however, the Government shall be responsible for operating costs increases incurred prior to May 20, 2016, but billed and/or payable after May 20, 2016.

4. For the purposes of real estate tax adjustments, effective May 20, 2016, the real estate tax base, in accordance with Paragraph 3.4 of the SFO, shall remain **$411,844.70.** The Government's percentage of occupancy shall remain at 55.03%. During the extension period, the Government shall not pay annual adjustments over the original base year for real estate taxes, however, the Government shall be responsible for real estate tax adjustments (including BID taxes) incurred prior to

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:

Signature: (b) (6) [redacted]
Name: STEPHEN LUSTGARTEN
Title: EXEC. V.P. / AGENT
Entity Name: 12TH & L STREETS L.P.
Date: 5.17.16

FOR THE GOVERNMENT:

Signature: (b) (6) [redacted]
Name: Sean J. McNeal
Title: Lease Contracting Officer
GSA, PBS, NCR, Lease Executions Division
Date: MAY 2 3 2016

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6) [redacted]
Name: OWEN BILLMAN
Title: VICE PRESIDENT
Date: 5/17/16

May 20, 2016, but billed and/or payable after May 20, 2016. In addition, the Government shall not pay BID taxes during the extension term.

5. The Lessor shall continue to provide four (4) reserved parking spaces at no additional cost to the Government.

6. The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Extension Commencement Date or any other specified dates(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.

7. The Government and Lessor acknowledge that at the expiration of the extension term, this Lease shall be replaced by Lease No. GS-11P-LDC00008, a new/replacing lease for a term of 15 years.

This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

INITIALS: _____ & _____
LESSOR GOV'T