| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 25<br><br>TO LEASE NO. GS-11P-LDC01934 |
|---|---|
| ADDRESS OF PREMISES:<br>500 12TH STREET, SW<br>WASHINGTON, DC 20024 | PDN Number: N/A |

**THIS AMENDMENT** is made and entered into between: **POTOMAC CENTER NORTH, INC.**

whose address is: POTOMAC CENTER NORTH, INC.
c/o Jones Lang LaSalle
1801 K Street NW Suite 1000
Washington, DC 20006

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 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 to reflect a four year extension, effective **January 17, 2018**, as follows:

**A. PREMISES:**

The Government leases from POTOMAC CENTER NORTH, INC. ("Lessor") approximately 403,847 BOMA rentable square feet (BRSF) equivalent to 367,983 ANSI/BOMA office area square feet (ABOA SF) of office and related space and consisting of 41,176 BRSF (38,230 ABOA SF) located on the entire 1st floor, 44,114 BRSF (39,994 ABOA SF) located on the entire 2nd floor, 45,973 BRSF (41,820 ABOA SF) located on each of the entire 3rd and 4th floors, 45,917 BRSF (41,765 ABOA SF) located on each of the entire 5th, 6th and 7th floors, 45,653 BRSF (41,521 ABOA SF) located on the entire 8th floor, and 43,207 BRSF (39,303 ABOA SF) located on a portion of the 9th floor, in the building known as Potomac Center North, located at 500 12th Street, S.W., Washington, DC, 20024.

**B. TERM:**

The Lease extension term shall be for four (4) years firm, beginning January 17, 2018 through January 16, 2022.

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 below date.

**FOR THE LESSOR:**

Signature: (b) (6) [redacted]
Name: Perry Chudnoff
Title: Vice President
Entity Name: POTOMAC CENTER NORTH, INC
Date: 9/13/17

**FOR THE GOVERNMENT:**

Signature: (b) (6) [redacted]
Name: Sylva H. Nicolas
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: OCT 19, 2017

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6) [redacted]
Name: Katie Gallagher
Title: Assistant
Date: 9/13/17

The Government shall have no termination or cancellation rights during this extension term.

**C. ANNUAL RENT:**

Effective as of January 17, 2018, the Government shall pay the Lessor the annual rent of $18,173,115.00 ($45.00 per BRSF or approximately $49.36 per ABOA SF) payable at the rate of $1,514,426.25 per month in arrears. Rent for a lesser period shall be prorated. This annual rent does not include any Building Security Amortized Capital (BSAC) or Tenant Improvement Allowance (TIA). No new TIA or BSAC shall be required during the extended Lease term.

**D. OPERATING COSTS:**

The annual rent shall continue to be subject to Consumer Price Index (CPI) adjustments for Operating Costs throughout the extended Lease term, in accordance with the provisions of the Lease. During this extension, the first operating cost adjustment shall be due effective on January 17, 2018 using as a new base the 2017 CPI adjusted operating costs amount of (b) (4) [redacted] by comparing the index for December 2017 to the index for December 2016. In accordance with Section 3.6. of SFO 06-011, subsequent CPI adjustments shall be processed in the same manner using a new operating costs base, the CPI adjusted amount from the previous year, and comparing the index of December of the year prior to the effective date, to that of one year earlier.

**E. REAL ESTATE TAXES:**

The Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall remain unchanged at 81.22% and the total building square footage is determined to be 497,196 BRSF. The base year for real estate taxes included in the annual rent shall remain unchanged in the amount of $3,257,147.75 [81.22% x $4,010,277.95 for the entire building].

**F. BROKER COMMISION AND COMMISSION CREDIT:**

Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing Government in connection with this lease transaction. The Lessor and the Broker have agreed to a cooperating lease commission of (b) (4) [redacted] of the total aggregate value over the firm term this lease extension. The total amount of the commission is (b) (4) [redacted] and is earned upon execution of this Lease Amendment. The Lessor shall pay the Broker no additional commissions associated with this Lease transaction. Onl (b) (4) [redacted] of the commission is payable to Jones Lang LaSalle Americas, Inc. with the remaining (b) (4) [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the rent payment as follows:

Subject to the 2018 CPI adjustment, the Commission Credit of (b) (4) [redacted] shall be applied against rent for the first month of the extended lease term in the following amounts:

Commission Credit (CC) to be applied for the period from January 17, 2018 through January 31, 2018 shall be in the amount of (b) (4) [redacted]

Commission Credit balance of (b) (4) [redacted] shall be applied against rent for the month of February 2018.

**G. CYCLICAL PAINT AND CARPET:**

At the Lessor's sole expense, Lessor shall touch-up paint and repair minor drywall deflects in the areas identified in the walkthrough on August 17, 2017 on floors 4, 7, 8, 9, 10, and 11, not to exceed 6,000 linear feet (total), inclusive of wall height. The identified areas include space covered by Lease Number GS-11P-LDC01966 located on floors 9, 10 and 11. In addition, Lessor shall perform carpet repair and replacement on the 1st floor credit union corridor and connecting corridor, not to exceed 200 square yards. All work shall be performed and completed in coordination with the tenant, to the satisfaction of the Government no later than forty-five days from the effective date of the extended term per this Lease Amendment. Upon the Government's acceptance of the

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INITIALS: PC LESSOR & GOV'T

paint and carpet, the Lessor shall be relieved of any cyclical carpet and paint obligations during this extended lease term.

**H. ACCEPTANCE OF EXISTING CONDITIONS:**

Subject to the completion of the paint and carpet as described in Paragraph G above, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease and General Clauses.

All other terms and conditions of the lease shall remain in force and effect. In the event of a conflict between this Lease Amendment and any other documents that comprise the Lease, this Lease Amendment shall govern.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

INITIALS: pc LESSOR & SHN GOV'T