

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	<b>LEASE AMENDMENT NO. 3</b>
<b>ADDRESS OF PREMISES</b> 500 E Street SW Washington, DC 20024-2760	<b>TO LEASE NO.</b> GS-11P-LDC00258 <b>PDN Number:</b> N/A

**THIS AMENDMENT** is made and entered into between **School Street Associates Limited Partnership**  
whose address is: 2200 Pennsylvania Avenue NW  
Suite 200W  
Washington, DC 20037-1709

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 address the security procedures for the initial lease required paint and carpet project and the integration of the paint and carpet project with the initial term project renovations that the Government desires the Lessor to undertake on the Government's behalf within the leased space.

**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 complete execution by the Lessor and the Government as follows:

[See Page Two for Text of this Lease Amendment].

This Lease Amendment contains two (2) 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:**

SCHOOL STREET ASSOCIATES LIMITED  
PARTNERSHIP, a District of Columbia limited partnership

By: BP/DC REIT LLC, a Delaware limited liability  
company, its general partner

By: BP/DC Properties, Inc. a Maryland corporation, its  
managing member

By:   
Raymond A. Ritchey,  
Senior Executive Vice President

Date: July 26, 2017

**FOR THE GOVERNMENT:**



Name: Theresa Singleton

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 8/1/17

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Marcia S. S. S.  
Title: Administrative Assistant  
Date: July 26, 2017

1. Paragraph 7.02 of the Lease is deleted in its entirety and revised as follows:

The Lessor shall be responsible to provide and install new paint and carpet tile throughout the Government-leased Premises, including the moving and returning of furnishings, at Lessor's sole cost and expense. The Government may elect to have Lessor install broadloom carpet in lieu of carpet tile in selected areas, in which case the Government shall be responsible for any incremental increase in costs due to the use of broadloom carpet. Such paint, carpet tile and, if applicable, broadloom carpet shall comply with the specifications for paint, carpet tile and broadloom carpet set forth in this Lease. The Government shall make paint, carpet tile and, if applicable, broadloom carpet selections following lease award, after which the Lessor shall work diligently to ensure that such materials are ordered and delivered promptly. Such work shall be performed after normal working hours and pursuant to a mutually agreed phasing plan and schedule. Such schedule shall be integrated with various improvements within the lease space the Government intends to plan and request the Lessor to implement at the Government's cost and expense. It is anticipated that such schedule shall call for phased work that will require approximately 365 days from the issuance of necessary permits to complete. Such schedule shall be subject to mutual agreement by the Lessor and the Government. Further, it is agreed that failure by the Government to provide the necessary escorts as outlined in Paragraph 2 below will constitute Excusable Delay.

2. Security Procedures:

- Any "legal to work" person (meaning the person can check any boxes on Form I-9), and not just US Citizens, will be eligible to be part of the work crews for the paint and carpet and the Government directed renovations projects, both during and after normal working hours;
- All members of such work crews will be required to submit completed Form I-9s and finger prints to the Government for background review purposes prior to being allowed on the project site. During each work session, the Lessor agrees to have one or more designated project superintendents on-site; all such project superintendents will need to go through a full "equip" background check process before being allowed to serve in such capacity;
- GSA, at no cost to the Lessor, will provide all necessary escort personnel for the project work crews after normal working hours for the duration of the projects consistent with the agreed project schedule; the number and hours of such GSA escort personnel shall be dictated by project schedule and not vice versa; GSA will coordinate with the Lessor and USITC prior to the start of the actual on-site work to ensure a sufficient number of GSA provided escort personnel are available each night so that work proceeds in accordance with the agreed project schedule; and
- The Government acknowledges that it will generally require 48 to 72 hours to review and either clear for access or deny access for non-superintendent personnel and approximately 3 weeks to review and either clear for access or deny access for proposed superintendent personnel. All such security clearance reviews shall be carried out by the Government without charge to the Lessor.

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.

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

INITIALS:

LESSOR

&

GOVT