

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-11P-LVA00164
ADDRESS OF PREMISES 1401 S. CLARK STREET ARLINGTON, VA 22202-4148	PDN Number: N/A

THIS AMENDMENT is made and entered into between **ML Jefferson Plaza, LLC**

whose address is: 1300 Connecticut Avenue, NW Suite 900  
Washington, DC 20036

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 (LA) is issued to reflect the acceptance of space and commencement of rent for 21,880 Rentable Square Feet (RSF), yielding 18,615 ANSI/BOMA Office Area Square Feet (ABOA) of office and related space on the entire 9<sup>th</sup> Floor and 28 structured parking spaces at the above-mentioned location for a term of ten (10) years. The lease shall commence on November 1, 2017 and shall expire on October 31, 2027.
2. Effective November 1, 2017, the Government shall pay the Lessor an annual rent of \$694,690.00, payable at a monthly rate of \$57,890.83 in arrears.
3. In relation to the issue of delay during the design and construction period, the Government and the Lessor acknowledge and agree that they have conducted a reconciliation of delay attributable to each party, and that neither party has incurred delay in excess of that permitted under the terms of the lease, as amended. Therefore, pursuant to Section 2 of Lease Amendment No. 1, the Government's rent abatement period, per section 1.03(J) of the Lease Contract, shall not be reduced.
4. Pursuant to Section 3 of this lease amendment, the Government shall be entitled to a rent abatement of the first twelve (12) months of the Lease, equaling \$694,690.00.
5. Pursuant to Section 1.04 of the Lease Contract, the monthly shell rent shall be partially abated for the 13<sup>th</sup> through 16<sup>th</sup>

This Lease Amendment contains 2 pages.

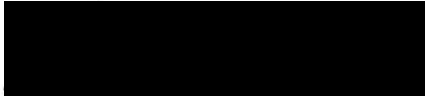
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature:   
Name: BENJAMIN SUIT  
Title: VICE PRESIDENT  
Entity Name: ML JEFFERSON PLAZA, LLC  
Date: 4/25/18

**FOR THE GOVERNMENT:**

Signature:   
Name: Sean J. McNeal  
Title: Lease Contracting Officer  
GSA, PBS, NCR, OPMRE  
Date: MAY 04 2018

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Seana Farrow  
Title: V. Pres  
Date: 4/25/18

months of the lease term, in equal monthly amounts of \$31,417.36, for a total of \$125,669.42, to account for the Government's commission credit.

6. The Government and the Lessor acknowledge and agree that the tenant improvement allowance of \$870,065.10, amortized at zero (0) percent, per Section 1.08 of the Lease Contract has been fully expended. This shall constitute and full and final settlement of the tenant improvement allowance provided by the Lessor to the Government under the Lease.
7. The Government and the Lessor acknowledge and agree that the additional cash allowance, in the amount of \$1,215,707.50 per Section 7.05 of the Lease Contract, has not been fully expended. Both parties agree that minor projects are on-going and the total expenditure of the additional cash allowance will be reconciled and memorialized in a subsequent lease amendment.
8. The Government and the Lessor acknowledge and agree that the Building Specific Amortized Capital in the total amount \$27,690.00 (\$2,769.00 annually), per Section 1.10 of the Lease Contract, has been utilized. Both parties agree that this amount is a firm, fixed cost in the annual rent and is not subject to de-amortization.
9. The base for operating costs adjustments, effective November 1, 2017, shall be \$161,645.21 (\$7.39/RSF), pursuant to Section 1.14 of the Lease Contract, The first (1<sup>st</sup>) operating cost adjustment, pursuant to Section 2.09, shall be due on November 1, 2018.
10. The Government's percentage of occupancy for the purposes of tax adjustments, effective November 1, 2017, shall be 8.0653% (21,880 RSF / 271,285 RSF). Pursuant to Section 1.13 of the Lease Contract, the base year for real estate tax adjustments shall be the first twelve (12) months of the lease term from November 1, 2017 to October 31, 2018.
11. Of the 28 structured parking spaces included in the lease, 27 structured parking spaces are reserved and one (1) parking space is unreserved. Pursuant to Section 1.03(l) of the Lease Contract, these structured parking spaces shall be at no additional cost to the Government.

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.

INITIALS: BDS & SM  
LESSOR GOVT