

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-11P-LVA00307
ADDRESS OF PREMISES 1901 S. Bell Street Arlington, VA 22202	PDN Number: N/A

THIS AMENDMENT is made and entered into between **CESC Mall L.L.C.**

whose address is: c/o JBGS/OP Management Services L.L.C.
 4445 Willard Avenue, Suite 400
 Chevy Chase, MD 20815

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 upon execution by the Government, as follows:

This LA#1 has been issued to reduce the Government's Tenant Improvement Allowance (TIA) from \$50.63 per ABOA to \$0.00 per ABOA. The reduction in the TIA shall result in a de-amortization of the annual rent.

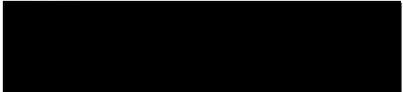
A. RENT AND OTHER CONSIDERATION

Section 1.03 of the Lease, "Rent and Other Consideration," sub-paragraph A is deleted in its entirety and replaced with the following:

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.

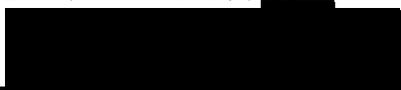
FOR THE LESSOR:

Signature: 
 Name: Britt Snider
 Title: Authorized Signatory
 Entity Name: CESC Mall L.L.C.
 Date: _____

FOR THE GOVERNMENT:

Signature: 
 Name: Joel Berelson
 Title: Lease Contracting Officer
 General Services Administration, Public Buildings Service
 Date: JAN 30 2018

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: James Earl Savage
 Title: Leasing Coordinator
 Date: 1.5.18

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$411,981.22	\$568,124.14
TENANT IMPROVEMENTS RENT	\$ 0.00	\$0.00
OPERATING COSTS ²	\$ 136,725.86	\$ 136,725.86
TOTAL ANNUAL RENT	\$548,707.08	\$704,850.00

¹Shell rent calculation:
 (Firm Term) \$21.918558 per RSF multiplied by 18,796 RSF
 (Non Firm Term) \$30.2258 per RSF multiplied by 18,796 RSF
²Operating Costs rent calculation: \$7.2742 per RSF multiplied by 18,796 RSF

B. EFFECTIVE DATES:

Effective September 12, 2017, the annual rent shall be \$548,707.08, payable at the rate of \$45,725.59 per month in arrears.

Effective September 12, 2022, the annual rent shall be \$704,850.00, payable at the rate of \$58,737.50 per month in arrears.

C. COMMISSION CREDIT:

Section 1.04 of the Lease, "Broker Commission and Commission Credit", sub-paragraph B is deleted in its entirety and replaced with the following:

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 13 Rental Payment \$45,725.59 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.

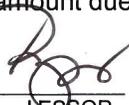
Month 14 Rental Payment \$45,725.59 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 14th Month's Rent.

D. TENANT IMPROVEMENT RENTAL ADJUSTMENT:

Section 1.08 of the Lease, "Tenant Improvement Rental Adjustment," sub-paragraph A is deleted in its entirety and replaced with the following:

The Lessor shall make available a Tenant Improvement Allowance (TIA) of up to \$17.75 per ABOA SF, equating to \$273,705.00. The Government shall be entitled to request the TIA at any time during the Firm Term of the Lease. This TIA shall be amortized in the rent over the remaining Firm Term of the Lease at an annual interest rate of zero percent. If requested, the TIA will be memorialized in a separate lease amendment.

This document will not constitute a payment until the date of execution by the Government. As a result, no payments 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:  & 
 LESSOR & GOV'T