

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-03P-LMD00022
ADDRESS OF PREMISES 2 Hopkins Plaza Baltimore, MD 21201-2930	PDN NO. PS0038447

THIS AMENDMENT is made and entered into between

BE 2&10 LLC

whose address is: 5410 Edson Lane, Suite 220
Rockville, Maryland 20852-3195

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 **issue Notice to Proceed (NTP) for the tenant improvement construction of 123,780 ABOA SF**

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 May 23, 2017 as follows:

A. This Lease Amendment formally and officially issues Notice to Proceed (NTP) in the amount of \$13,496,114.00, for the construction of the tenant improvements in relation to 123,780 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd – 10th floors and Floors 0, -1, -2 of 2 Hopkins Plaza in Baltimore, MD. This notice to proceed is being issued for the following:

a. Tenant Improvement Proposal dated May 5, 2017: \$13,496,114.00

The Lessor shall be required to complete the construction within 150 working days from NTP.

B. The total construction cost for alterations in relation to the 123,780 ABOA SF is \$13,496,114.00. The Government is electing to amortize \$5,437,655.40 in tenant improvements and \$3,094,500.00 in Building Specific Amortized Capital in the rent over the full 15 year term of the Lease at an annual interest rate of 5 percent. The remaining \$4,963,958.60 shall be paid via a one-time lump sum payment to the Lessor upon substantial completion of the space.

This Lease Amendment contains 4 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: _____

Title: _____

Entity Name: _____

Date: _____

Kevin Berman
Authorized Person
BE 2&10 LLC
5/24/17

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Lease Contracting Officer

GSA, Public Buildings Service,

Date: _____

Bernard Fye
5/24/17

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Shannon Taylor
Authorized Person
5/24/17

C. Upon completion of the work, the Lessor shall notify the Lease Contracting Officer. After inspection and acceptance of the work by the Government, a properly executed original invoice for the lump-sum payment shall be forwarded to:

General Services Administration (GSA) Finance
Greater Southwest Region (7BC)
PO Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
100 S Independence Mall West
Philadelphia, PA 19106
ATTN: Brian Tye

For an invoice to be considered proper, it must:

- 1.) be received after the execution of this Lease Amendment,
- 2.) reference the Pegasys Document Number (PDN) specified on this form (PS0038447)
- 3.) include a unique, vendor-supplied invoice number
- 4.) include the exact payment amount requested, and
- 5.) specify the payee's name and address. The payee's name and address must exactly match the lessor's name and address listed above.

- D. The Lessor agrees to construct the space in accordance with the Construction Drawings dated March 6, 2017 in its entirety regardless of errors and omissions in the constructions bids with the exception of the Environmental Signage and Security divisions. The Environmental Signage and Security scopes are not finalized. Accordingly, the Government and Lessor shall carry an allowance for Security in the amount of \$535,000 and Environmental Signage in the amount of \$75,000. The allowances shall be reconciled via a change order based upon the negotiation of final bids received for the respective scopes.
- E. Exhibit I Floorplans, Sections corresponding to Level 0, Level -1 and Level -2 pertaining to underground parking are hereby deleted and replaced with Exhibit A to this Lease Amendment.
- F. Paragraph 6.05 HEATING AND AIR CONDITIONING (SEP 2014), paragraph D, is hereby deleted and replaced with the following:
D. Garage areas require ventilation only. Heating and cooling of this space is not required.

INITIALS:

HB
LESSOR

&

BT
GOV'T