

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03P-LMD00104
LEASE AMENDMENT	
ADDRESS OF PREMISES 23330 Cottonwood Parkway California, MD 20619-2070	PDN Number: N/A

THIS AMENDMENT is made and entered into between  
CLOVER/WALDSCHMITT LLC

whose address is: 1700 NORTH MOORE STREET, SUITE 2200  
ARLINGTON, VIRGINIA 22209-2070

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 formally Accept the space as substantially complete

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 Government Execution, as follows:

**Acceptance of Tenant Improvements:**

The tenant improvements have been *substantially* completed and the Government accepts the leased premise on January 30, 2018.

**LEASE TERM is hereby deleted and replaced with the following:**

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning on June 20, 2017 and continuing for a period of 10 years, expiring on June 19, 2027, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

**Section 1.03 RENT AND OTHER CONSIDERATION subpart A is deleted in its entirety and replaced as follows:**

This Lease Amendment contains 2 pages

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

**FOR THE LESSOR:**

BY: ~~FORUMS SPE, Inc., Managing Member~~  
~~Robert S. Waldschmitt President~~

Signature: [Redacted]  
Name: Richard R. Pelicani, Esq.  
Title: Robert S. Waldschmitt  
Entity Name: Clover/Waldschmitt LLC  
Date: 22 FEB 18

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
Name: [Signature]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 2/28/18

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
Name: TINA PROCTOR  
Title: CONTROLLER  
Date: 22 FEB 18

*[Handwritten initials]*

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

	6/20/2017 – 6/19/2022	6/20/2022 – 6/19/2027
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$567,760.74	\$641,868.02
TENANT IMPROVEMENT RENT <sup>2</sup>	\$35,293.83	\$35,293.83
OPERATING COSTS <sup>3</sup>	\$186,799.00	\$186,799.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$789,853.57</b>	<b>\$863,960.85</b>

<sup>1</sup>Shell rent calculation:

(Firm Term years 1-5) \$15.90410768 per RSF multiplied by 35,699 RSF

(Firm Term years 6-7) \$17.98 per RSF multiplied by 35,699 RSF

(Non-Firm Term) \$17.98 per RSF multiplied by 35,699 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$263,310.72 is amortized at a rate of 7 percent per annum over 10 years

<sup>3</sup>Operating Costs rent calculation: \$5.2326116677 per RSF multiplied by 35,699 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

**Section 1.05 TERMINATION RIGHTS is hereby deleted and replaced with the following:**

The Government may terminate this Lease, in whole or in part at any time effective after June 19, 2027 by providing not less than 180 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS:

  
LESSOR

&

  
GOV'T