

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-03B-12033
ADDRESS OF PREMISES DULANEY CENTER I 849 FAIRMOUNT AVENUE, 4 TH FLOOR TOWSON, MD 21204-2624	PDN Number: PS0026041

THIS AGREEMENT, made and entered into this date by and between

DULANEY CENTER BUSINESS TRUST

whose address is: **6000 EXECUTIVE BLVD
NORTH BETHESDA, MD 20852-3803**

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) with construction of tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 25, 2013, as follows:

- A. Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
- B. This Lease Amendment (LA) formally and officially documents the Government's Notice to Proceed with Tenant Improvements in the amount of \$943,755.23 in accordance with the Lessor's proposal dated March 8, 2013. The proposal is hereby incorporated by reference.
- C. The total Tenant improvement amount of \$943,755.23 is to be paid as follows: \$726,438.40 amortized in the rent at an interest rate of 5% over five (5) years, and the balance of \$217,316.83 to be paid via a one-time lump sum payment. All lump sum payments shall be paid upon inspection and acceptance by the Government of the said alterations. The Lessor shall deliver the space ready for Government occupancy within one hundred twenty (120) calendar days from this Notice to Proceed. The Lessor hereby waives restoration as a result of all improvements.

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:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

D. Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

General Services Administration (GSA)
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
Attn: Jessica Herring, Lease Contracting Officer
Strawbridge Building, 20 North 8th Street
Philadelphia, PA 19107-3191

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 (PS0026041), Lease Contract Number, and Lease Amendment Number;
3. Include a unique, vendor-supplied, invoice number;
4. Indicate the exact payment amount requested; and,
5. Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in System for Award Management (SAM).

Payment will be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS: _____ & _____
LESSOR GOV'T