

GSA

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>  2  </u>
	TO LEASE NO. GS-03B-12033
ADDRESS OF PREMISES DULANEY CENTER 1 849 FAIRMOUNT AVENUE, 4 <sup>TH</sup> FLOOR TOWSON, MD 21204-2624	PDN Number: PS0027339

**THIS AMENDMENT** is made and entered into 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: **provide notice to proceed for change orders, establish the square footage, lease term and rental rate.**

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 August 29, 2013 as follows:

A. Paragraph 1 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:


"1. The Lessor hereby leases to the Government the following described premises:


18,560 ANSI/BOMA Office Area square feet (21,344 rentable square feet) of office and related space on the fourth (4<sup>th</sup>) floor of the building commercially known as Dulaney Center 1, whose address is 849 Fairmount Avenue, Towson, MD 21204-2646 to be used for such purposes as may be determined by the General Services Administration. Included in the rent, at no additional cost to the Government, are four (4) reserved structured parking spaces for the exclusive use of the Government.


**The final measurement is subject to further review and agreement by the Government and Lessor.**

This Lease Amendment contains **(3)** 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 

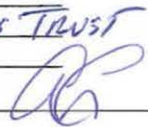
Signature: 

Name: 


Title: President

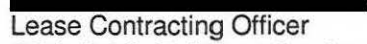
Entity Name: Dulaney Center Business Trust

Date: 9/30/13



FOR THE GOVERNMENT:


Signature: 


Name: 

Title: Lease Contracting Officer  
GSA, Public Buildings Service

Date: 10/31/2013


WITNESSED FOR THE LESSOR BY:

Signature: 

Name: 

Title: Senior VP, Leasing

Date: 9/30/2013




B. Paragraph 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

“ 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 29, 2013 through August 28, 2023, subject to termination and renewal rights as may be hereinafter set forth.”

C. Paragraph 3 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

“3. The Government shall pay the Lessor annual rent as follows:

Date	Annual Rent	Monthly Rent
8/29/2013 – 8/28/2018	\$658,343.73**	\$54,861.98
8/29/2018– 8/28/2023	\$542,351.04	\$45,195.92

\* Plus accrued CPI operating costs escalation.

\*\* Three (3) months' free rent during base year of lease affords an aggregate value of \$164,585.93.

Annual Rates above reflect the following breakdown:

Shell Rent (Years 1 to 5): \$359,006.08 (\$16.82 per Rentable Square Foot)  
 Shell Rent (Years 6 to 10): \$412,792.96 (\$19.34 per Rentable Square Foot)  
 Annual Operating Costs: \$129,558.08 (\$6.07 per Rentable Square Foot)

Amortized Annual Cost for Building –Specific Security: \$5,282.00 per year  
 Interest Rate at which Building-Specific Security is amortized: zero percent (0%)  
 Tenant Improvement (TI) Rent (Years 1 to 5): \$164,497.57\*\*

\*\* Reflects amortization of \$726,403.51 over 60 months, at five percent (5%)


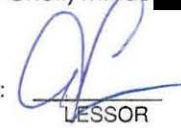

Rent shall be paid in arrears. Rent for a lesser period shall be prorated. Rent shall be payable to:  
 DULANEY CENTER BUSINESS TRUST  
 6000 EXECUTIVE BLVD  
 NORTH BETHESDA, MD 20852-3803

D. Paragraph 6.C of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

“6.C The Lessor and Jones Lang LaSalle (the Broker) have agreed to a cooperating lease commission of [REDACTED] based on Aggregate Lease Value over the firm term. The total amount of this commission is [REDACTED] (Gross Commission). For the benefit of the Government, and in accordance with terms of the GSA National Broker Contract, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, i.e., [REDACTED] (Net Commission), to the Broker in two (2) installments, fifty percent (50%) upon receipt of invoice following lease execution, and the remaining fifty percent (50%) upon receipt of invoice following occupancy. The Lessor shall pay the Broker no additional commissions associated with this lease transaction.

The shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. This reduction in shell rent shall commence with the fourth (4<sup>th</sup>) month's rental payment and continue as indicated in this schedule for adjusted monthly rent:

Fourth (4<sup>th</sup>) Month's Rental Payment of \$54,861.98 (which includes \$29,917.17 Shell) minus [REDACTED] Commission Credit (1/2) equals [REDACTED].


 INITIALS:  LESSOR &  GOV'T

Fifth (5<sup>th</sup>) Month's Rental Payment of \$54,861.98 (which includes \$29,917.17 Shell) minus [REDACTED] Commission Credit (1/2) equals [REDACTED]

**E. The Government shall reimburse the Lessor via a one-time lump sum payment in the amount of \$144,813.28 for change order items as referenced in the attached Exhibit "A". The lump sum payment shall be paid upon receipt of an original invoice. The Contracting Officer has completed the inspection and acceptance of the space.**

The Lessor must submit the properly executed invoice directly to the GSA Finance Office electronically at

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

- OR -

a properly executed original invoice shall be forwarded to:

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

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

GSA, Public Buildings Service  
Real Estate Acquisition Division  
20 North Eighth Street, 8th Floor  
Philadelphia, PA 19107-3191  
Attn: Akisha Bell-Flenory, 3PRSB

For an invoice to be considered proper, it must:

- Be received after the execution of this SLA,
- Reference the Pegasys Document Number (PDN) specified on this form,
- Include a unique, vendor-supplied, invoice number,
- Indicate the exact payment amount requested, and
- 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 Central Contractor Registration (CCR) for the DUNS included above.

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

**F. The Government and Lessor agree that this Lease Amendment shall not prevent the Lessor from submitting a claim for equitable adjustment. The equitable adjustment claim may include without limitation adjustment of the commencement date for delay and adjustment of the useable and rentable square footage.**

**The rent is subject to equitable adjustment based on the final agreed upon square footage.**

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

INITIALS:                      &                       
LESSOR & GOVT