

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-08P-14916
ADDRESS OF PREMISES	PDN Number:

THIS AMENDMENT is made and entered into between

whose address is:
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 reconcile Tenant Improvements based upon final inspection and acceptance.

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 **March 1, 2017**, as follows:

Lease Paragraphs 1.01B, 1.03, and 1.08 are hereby deleted and replaced with the following:

"1.01 THE PREMISES (2012)

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.2040088 percent for the office area. The CAF for the warehouse is 1.0 percent. The factors, which represent the conversion from ABOA to rentable square feet shall be used for purposes of rental adjustments in accordance with the Payment Clause of the *General Clauses*."

Lease Amendment No. 3 continues on Page 2.

This Lease Amendment contains 2 pages.

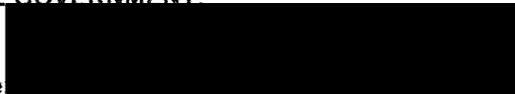
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:



Signature: _____
Name: Lee Levine
Title: Managing Manager
Entity Name: Madison Investments LLC
Date: 3.7.17

FOR THE GOVERNMENT:



Signature: _____
Name: Shelley Smith
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/7/17

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Amy Burk Oster
Title: Assistant
Date: 3.7.17

“1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

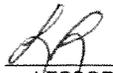
A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	
	ANNUAL RENT	
SHELL RENT ^{1,6}	\$418,452.67	
TENANT IMPROVEMENTS RENT ²	\$60,369.25	
OPERATING COSTS ³	\$165,427.37	
BUILDING SPECIFIC AMORTIZED CAPITAL(BSAC) ⁴	\$ 0.00	
PARKING ⁵	\$0.00	
TOTAL ANNUAL RENT	\$641,539.35	

- A. ¹Shell rent calculation:
- B. (Firm Term) \$15.46 per RSF multiplied by 27,074 RSF
- C. ²The Tenant Improvement Allowance of \$60,369.25 is amortized at a rate of 8.0 percent per annum over 112 months (remaining lease term as of date of LA2)
- D. ³Operating Costs rent calculation: \$6.11 per RSF multiplied by 27,074 RSF
- E. ⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 10 years
- F. ⁵Parking costs are included in the Shell rent
- G. ⁶Real Estate Taxes (estimated) in the amount of \$44,637.23/year are included in the shell rental.”

“1.08 TENANT IMPROVEMENTS AND PRICING (SEP 2013)

The Lessor has agreed to a total TI pricing of \$396,030.50 based upon the approved DIDs included in Exhibit A. The amount is amortized in the rent over the 10-year firm term of the lease at an interest rate of 8.0%.”

INITIALS:  & 
 LESSOR & GOV'T