

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-23968
ADDRESS OF PREMISES	PDN Number: PS0029157

**THIS AMENDMENT** is made and entered into between

whose address is: 201 West Street, Suite 200, Annapolis MD 21401-3401  
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 proceed with all construction work shown on the Construction Drawings and attachments to this Lease Amendment

WHEREAS, the parties hereto amend the above referenced lease to memorialize all tenant improvement costs for the [REDACTED] Newark Airport Project.

WHEREAS, the parties hereto amend the above reference lease to establish a one-time lump sum payment for those alterations that exceeded the tenant improvement allowance

WHEREAS, the parties hereto amend the above referenced Lease to memorialize the order of recoupment of potential cost savings between AeroTerm Newark, LLC and the Government.

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 6/12/2014 as follows:

**Lease Amendment # 1**

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: TOM CLIN  
Title: SUP  
Entity Name: Aero Newark, LLC  
Date: 7/2/14

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
Name: Michael [REDACTED]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 7/30/14

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
Name: Melanie Malinsan-Lingo  
Title: EXEL. ASST.  
Date: 07-22-14



2. The Government and Sub-Lessor acknowledge and agree that, in accordance with Paragraph 4 of the Rider to the Sub-Lease, the Government shall be responsible for the aforementioned design and construction costs stated in paragraph (1) above. Landlord shall be responsible for any amounts owed for construction over and above the total negotiated cost for design and construction, provided, however, that if there is any change order requested by the tenant and approved in writing by the Contracting Officer, the Government shall be responsible for any resulting increase in tenant improvement costs. To the extent that Landlord makes payments above the total negotiated tenant improvement costs of \$188,081.75, but then realizes cost savings from the project, such cost savings shall first be applied to reduce Lessor's additional payment, and then, if Lessor's payments have been reduced to zero, shall operate to reduce Tenant Improvement Costs owed by the Government. If both Landlord's payment and the TI Additional Cost were reduced to zero, any additional cost savings would then operate to reduce the annual rent in accordance with Paragraph 4 of the Rider to the Sub-Lease.

INITIALS: TL & [Signature]  
LESSOR GOVT