

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03P-LVA12695
ADDRESS OF PREMISES: 9502 Center Street Manassas, VA 20110	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between  
**Boyd Manassas GSA, LLC**

whose address is: 303 West Madison Street  
 Suite 1925  
 Chicago, IL 60606

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 reflect a rent withhold from June 3, 2017 through May 3, 2018 and revised lease paragraph 1.04: Broker Commission and Commission Credit (JUN 2012).

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 June 3, 2017, as follows:

A. The Tenant Improvements and Building Specific Amortized Capital paid to the Lessor as of March 3, 2017 is \$241,660.44. The Government will withhold \$241,660.44 (\$241,660.44 divided by 12 months equals \$20,138.37 monthly) in rental payments to recapture as follows:

- June 3, 2017: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- July 3, 2017: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- August 3, 2017: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- September 3, 2017: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- October 3, 2017: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- November 3, 2017: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- December 3, 2017: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent

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: \_\_\_\_\_  
 Title: Authorized Signatory  
 Entity Name: Boyd Manassas GSA, LLC  
 Date: 6/13/2017

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
GSA Public Buildings Service  
 Date: 6/13/2017

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Vice President  
 Date: 6/13/2017

- January 3, 2018: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- February 3, 2018: Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- March 3, 2018 Rental Payment of \$67,667.77 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- April 3, 2018 Rental Payment of \$67,667.76 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent
- May 3, 2018: Rental Payment of \$67,667.76 minus withhold of \$20,138.37 equals \$47,529.40 adjusted months rent

B. The following paragraph is deleted from the Lease in its entirety and replaced with the following:

" 1.04 Broker Commission and Commission Credit (JUN 2012)

Cushman & Wakefield, U.S, Inc., formerly DTZ Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is revised to [REDACTED] and was earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Cushman & Wakefield, U.S, Inc., formerly DTZ Americas Inc. with the remaining [REDACTED] considered a Commission Credit to GSA.

Of the [REDACTED] payable to Cushman & Wakefield, U.S, Inc., formerly DTZ Americas, Inc., the Broker acknowledges receipt of [REDACTED] in commission payment to date. Upon execution of this Lease Amendment No. 3 and according to the Commission Agreement signed between the two parties, the adjusted commission payable and now due to Cushman & Wakefield, U.S, Inc. by lessor is [REDACTED].

Calculated as the following:

- [REDACTED]

Rental payment of [REDACTED] was withheld by GSA in months one and two of the initial rental payments. Due to full removal of the Tenant Improvement and Building Specific Amortized Capital (BSAC) payments per Lease Amendment (LA) No 2, the reduced Broker Commission credit is [REDACTED]. The Lessor will be paid a lump sum payment of [REDACTED].

Calculated as the following:

[REDACTED] (LA No. 2) minus revised credit [REDACTED] (LA No. 3) = [REDACTED].

The execution of this Lease Amendment No. 3 is considered full and complete resolution to the broker commission and will waive any and all claims, demands, and causes of action."

INITIALS: Bo LESSOR & GA GOVT