

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
LEASE AMENDMENT	TO LEASE NO. GS 03P-LMD00022
ADDRESS OF PREMISES 2 Hopkins Plaza Baltimore, MD 21201-2930	

THIS AMENDMENT is made and entered into between

BE 2&10 C LLC

whose address is: 5410 Edson Lane, Suite 220
Rockville, Maryland 20852-3195

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 modify the janitorial services and adjust operating rent accordingly.

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 September 12, 2018 as follows:

- A. Paragraph 6.07 JANITORIAL SERVICES (JUN 2012), paragraph M is hereby amended by deleting the existing text and inserting in lieu thereof the following:

M. **Daytime Cleaning Requirements:** The following areas will require daytime cleaning: Mailroom, Video Studio, Data Center, Emergency Operations Center, EEO, FOH Center, Security Office, Warehouse (including the corridor along the cages), Command Center, ACE-IT office area and Communication Closets.

Frequency & Scope of Cleaning:

Data Center and Communication Closets: These areas shall be dusted and swept or vacuumed once a month and damp mopped quarterly. Escorted access to these areas is required.

The Mailroom, Video Studio, Emergency Operations Center, EEO, FOH Center, Security Office, Warehouse, Command Center, ACE-IT office area, Mailroom and Video Studio: These areas shall be cleaned in accordance with 6.07 A. Escorted access to these areas is required.


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: Kerry Beckwith
Title: VP
Entity Name: BE 2&10 LLC
Date: 9/13/18

Signature: 
Name: BRIAN TYE
Title: Lease Contracting Officer
GSA, Public Buildings Services,
Date: 10/5/18

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Christopher C. Purnell
Title: CFO
Date: 9.13.2018

B. Paragraph 6.07 JANITORIAL SERVICES (JUN 2012), paragraphs N & O are hereby added to the lease:

N. The following areas shall be cleaned on a weekly basis: Employees Assistance Program Office & Union Office

O. The following services shall be provided:

1. The Lessor shall replenish quarterly on all floor levels at elevator banks hand sanitizer dispensers with unscented Hand Sanitizer
2. The Lessor shall implement the necessary controls to address emitting odors from garbage disposals weekly or when necessary.

The following procedures shall be followed as they apply to the fitness center cleaning:

The Fitness Center will require cleaning as follows: Daily - Locker rooms. Each shower, 4 showers per locker room, and the floor in front of the showers shall be cleaned. The inside of each empty locker bin shall be cleaned with clean rag and disinfectant. Shower mats should be rolled up each night. Cleaning crew is not responsible for laying them out after cleaning. Empty trash from locker rooms and can near the main entrance. Cleaning staff is not responsible for cleaning the actual equipment in the fitness center.

C. Paragraph 1.15 OPERATING COST BASE (SEP 2013) of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$1,026,044.40

D. Paragraph 1.03 RENT AND OTHER CONSIDERATION (APR 2015) of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

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

	9/10/2018 - 1/2/2033
	ANNUAL RENT
SHELL RENT ¹	\$2,052,050.00
TENANT IMPROVEMENTS RENT ²	\$516,007.60
OPERATING COSTS ³	\$1,026,044.40
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$293,653.31
PARKING ⁵	\$ 0.00
TOTAL ANNUAL RENT	\$3,887,755.31

¹Shell rent calculation:

(Firm Term) \$14.35 per RSF multiplied by 143,000 RSF

(Non Firm Term) \$14.35 per RSF multiplied by 143,000 RSF

²The Tenant Improvement Allowance of \$5,437,655.40 is amortized at a rate of 5 percent per annum over 15 years.

³Operating Costs rent calculation: Approximately \$7.18 per RSF multiplied by 143,000 RSF

⁴Building Specific Amortized Capital (BSAC) of \$3,094,500.00 are amortized at a rate of 5 percent per annum over 15 years

⁵Parking costs described under sub-paragraph H below

INITIALS:

MB
LESSOR

&

BT
GOVERNMENT