

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>5</u>
	TO LEASE NO. GS-11B-02310
ADDRESS OF PREMISES 5601 Fishers Lane Rockville, MD 20850	PDN Number:

THIS AMENDMENT is made and entered into between: Parklawn North Lot LLC
 whose address is: 4445 Willard Avenue, Suite 400
 Chevy Chase, MD 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.


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 upon execution by the Government, as follows:

- A. Use of the GSA FORM 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or to "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
- B. The Government hereby accepts the demised premises as Substantially Complete. As agreed upon in Paragraph 2 of SLA#3, the Lease Commencement Date shall be March 27, 2014 for a period of 15 years expiring on March 26, 2029
- C. Effective March 27, 2014, the Government shall pay the Lessor annual rent of \$14,142,414.43 (\$28.80/RSF; \$32.57/ABOA SF) at the rate of \$1,178,534.54 per month in arrears. The annual rent includes an operating cost base exclusive of utilities (Gas, Electricity, Water) of \$3,230,533.90 (\$6.58/BRSF). The foregoing rent is subject to operating expense adjustments as provided Paragraph 4.3 of the SFO.
- D. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in its entirety for the first twelve (12) months after the Lease Commencement Date. In addition, the shell rental amount due and owing under this lease shall be reduced to fully recapture the Commission Credit for months 13 through 16 as indicated below for adjustment:

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 LESSOR: Parklawn North Lot LLC

Signature: 
 Name: Edney A. Lawrence
 Title: Authorized Signatory
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: _____
 GSA, Public Buildings Service,
 Date: 9-16-14

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: Vice President, Development
 Date: _____

- i. Months 1 - 12 are fully abated (inclusive of operating costs per the 1217 and amortization of the tenant improvement allowance).
- ii. Month 13 rental payment of \$1,178,534.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 13 rent;
- iii. Month 14 rental payment of \$1,178,534.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 14 rent;
- iv. Month 15 rental payment of \$1,178,534.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 15 rent;
- v. Month 16 rental payment of \$1,178,534.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Month 16 rent.

E. The Government's percentage of occupancy for purposes of tax adjustments, pursuant to Paragraph 4.2 of the SFO, shall be 100% (490,998 BRSF/434,276 BOASF).

F. Subparts (1) and (2) of the second sentence of Paragraph 6(J) of the Lease is hereby deleted in its entirety and replaced with the following:

"(1) Regularly scheduled overtime HVAC shall be provided to the entire leased premises from 6:00 am to 7:00 am and from 5:00 pm to 6:00 pm, Monday through Friday (exclusive of federal holidays) ("Regularly Scheduled Overtime") at an annual rate of \$6,000, which shall be payable by the Government in lump sum separate and apart from the rent set forth in Paragraph 3 of this SF2; and (2) additional overtime beyond the above-referenced Normal Hours Schedule and Regularly Scheduled Overtime shall be provided at a rate of \$5.25 per hour per floor, with a minimum of four hours charged for usage on weekends and federal holidays"

All other portions of Paragraph 6(J)(2) shall remain in force and effect.

G. Pursuant to Paragraph 1 of SLA #1, the Government will be solely responsible for paying the Utilities for its leased space. The Schedule attached hereto outlines the existing utility accounts for the premises, the accompanying services and the party responsible. Furthermore, the Government shall be responsible for assumption of all relevant accounts and payment of any utility services as of the Lease Commencement Date of March 27, 2014 for the typical office space and as of December 9, 2013 for the Research and Development Computing Facility ("RDCF") spaces.

H. SLA 1, Paragraph 7 is deleted in its entirety and replaced with the following language:

Pursuant to paragraph I of the SF-2 and SFO clause 1.2D, the Government wishes to accept a Warm Lit Shell Allowance of \$7,827,889.00 in lieu of the Lessor furnishing certain building shell requirements listed in section 1.2D of the SFO. Notwithstanding anything to the contrary in SFO clause 1.2D, this Warm Lit Shell Allowance may be utilized by the Government in the same manner as the Tenant Improvement Allowance, but shall not be considered a part of the Tenant Improvement Allowance. Although the Warm Lit Shell Allowance will not be considered a part of the Tenant Improvement Allowance, Lessor has no obligation to track the use of the Warm Lit Shell and Tenant Improvement Allowances separately for the Government and will make contributions and payments as if the Warm Lit Shell and Tenant Improvement Allowances were one Government allowance.

I. SLA 2, Paragraph 1 is deleted in its entirety and replaced with the following language:

Tenant Improvement Overage:

The Government has determined that the cost of tenant improvements directed by the Government will exceed the total Tenant Improvement Allowance of \$19,798,642.84 and the Warm Lit Shell Allowance of \$7,827,889.00. The Government is not willing to either reduce its tenant improvement requirements or increase the rent to amortize the Tenant Improvement Overage into the rent. The Tenant Improvement Overage is the cost to build out the space beyond the Tenant Improvement Allowance and the Warm Lit Shell Allowance. Therefore, notwithstanding SFO Section 3.3.A.3 or anything to the contrary elsewhere in the Lease, the Government agrees to pay for the Tenant Improvement Overage via monthly payments

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(Advance Payments) to the Lessor in accordance with this SLA during construction of the tenant improvements up to \$60,000,000, subject to Paragraph 5 below.

J. SLA 2, Paragraph 2 is deleted in its entirety and replaced with the following language:

Advance Payments Agreement:

Upon negotiation of costs for the tenant improvements pursuant to Paragraph 6(C) of the Lease and acceptance of the tenant improvement price proposals by the Government, the Government shall issue a Notice to Proceed and the agreed cost of the tenant improvements shall be memorialized in fixed price award letters to be issued by GSA ("Notice to Proceed" of "NTP"). The NTPs shall identify whether the costs of the tenant improvements in question will be paid from the Tenant Improvement Allowance, the Warm Lit Shell Allowance, or shall be treated as part of the Tenant Improvement Overage to be paid as specified in this SLA, it being understood that the NTPs shall require the tenant improvements to be funded first from the Tenant Improvement Allowance and the Warm Lit Shell Allowance.

K. SLA 2, Paragraph 5 is deleted in its entirety and replaced with the following language:

Notwithstanding any of the foregoing, no advance payments shall be made until the entire Tenant Improvement Allowance and Warm Lit Shell Allowance have been obligated.

L. This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the SLA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

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