

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 2</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-03B-12024</b>
<b>ADDRESS OF PREMISES</b> 2 Hopkins Plaza Baltimore, MD 21201-2930	<b>PDN Number:</b> PS0025444

**THIS AGREEMENT**, made and entered into this date by and between

**M B C Realty L L C**

whose address is: **Two Hopkins Plaza  
Baltimore, MD 21201-2930**

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 commence rent of the leased space.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 16, 2013 as follows:

**A.** This Lease Amendment (LA) formally and officially issues Notice to Proceed in the total amount of **\$336,709.14** for the Department of Labor's Tenant Improvements in accordance with the Lease, the Design Intent Drawings, the Construction Drawings, and the Lessor's proposal which was sent to the Government via email on October 18, 2012. The proposal is hereby incorporated into the Lease by reference. This total amount includes the initial Notice to Proceed (see LA 1) in the amount of **\$331,099.86**, and change orders 1-3 totaling **\$5,609.48**. This LA authorizes a lump sum payment for a portion of the amortized tenant improvement allowance in the amount of **\$27,350.57** to reduce rental payments. This amount is final and costs shall not exceed this amount.

Change orders 1-3, totaling **\$5,609.48**, consist of the following:

Change Order 1: Modifications to the [redacted] Conference Room table in the amount of [redacted]

Change Order 2: Furnish and install a new data cabinet in the amount of [redacted].

Change Order 3: Furnish and install dimmable ballasts and a dimmer in the WHD conference Room in the amount of [redacted]

The total Tenant improvement cost of **\$336,709.14** is to be paid as follows, **\$298,614.96** amortized in the rent at an interest rate of **0%** over ten (10) years, **\$6,974.37** paid in accordance with LA #1, and the balance of **\$31,119.81** to be paid via a

This Lease Amendment contains 4 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: [redacted]  
 Name: KEVIN M. JUSTI  
 Title: ASSISTANT VICE PRESIDENT  
 Entity Name: The Union Labor Life Insurance Co, on behalf  
 Date: 1-24-2013 of the Separate  
Account U

**FOR THE GOV**

Signature: [redacted]  
 Name: [redacted]  
 Title: [redacted]  
 Date: [redacted]

**WITNESSED FOR THE LESSOR BY:**

Signature: [redacted]  
 Name: Kasey M. [redacted]  
 Title: VA - Treasurer  
 Date: 1/29/13

one-time lump sum payment. All lump sum payments shall be paid upon inspection and acceptance by the Government of the said alterations.

The Lessor hereby waives restoration as a result of all improvements.

After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division (3PRSB)  
20 North Eighth Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191  
Attn: Jessica Herring

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form (PS0025444),
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

B. Paragraph 1 of the Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"1. The Lessor hereby leases to the Government the following described premises:  
9,139 Rentable Square Feet yielding 8,308 ANSI/BOMA Office Area Square feet and related space located on the 6<sup>th</sup> Floor, at 2 Hopkins Plaza, Baltimore, MD 21201-2930, together with four (4) structured, reserved parking spaces, as depicted on Exhibit B (attached)

to be used for such purposes as determined by the General Services Administration."


C. Paragraph 2 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 16, 2013 through January 15, 2023, subject to termination and renewal rights as may be hereinafter set forth."

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D. Paragraph 6 of the Standard Form 2 is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
- B. In accordance with Form L-101-A, Paragraph VI, Broker Commission and Commission Credit, UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph VI.B, only [REDACTED] of the Commission will be payable to UGL Services Equis Operations Co. with the remaining [REDACTED], which is the "Commission Credit", to be credit to the shell rent portion of the annual rental payments due and owing to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of the Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit. The reduction in shell rent shall commence with the seventh month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

The first six months of full service rent (including Shell Rent, Amortized cost for Tenant Improvement Allowance, Amortized cost for Building Specific Security, and Cost of Services) have been abated. Payment of rent shall commence in the seventh month of the lease term as specified below.

Seventh Month's Rental Payment of \$18,069.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

Eighth Month's Rental Payment of \$18,069.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent.

Ninth Month's Rental Payment shall commence in full.

NOTE: Commissions and/or credits are treated as confidential information and are not for public disclosure. The information is not for use for any other purpose than that which it is provided without consent of the GSA Lease Contracting Officer.

E. Paragraph 13 of the Rider to Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"13. Effective January 16, 2013 the Government shall pay the Lessor annual rent in accordance with the following schedule:

In accordance with the lease negotiations, the lessor has offered free rent to the Government for the first 6 months of the lease. Therefore, the first 6 months of the lease shall be provided at no cost to the Government.

Years 1 through 10:

The total annual rent of \$218,833.07 breaks down as follows:

Shell Rent: \$101,956.58 per year or \$11.16 (rounded) per Rentable Square Foot (RSF),

Amortized annual cost for Tenant Improvement: \$29,861.49 per year (ROUNDED),

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 0.00% over a 120 month period, which exceeds the firm term of the lease. (See Paragraph four of the SF-2). Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

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**Amortized annual cost for Building Specific Amortized Capital: \$1,842.00 per year,**

**Interest rate at which Tenant Improvements and Building Specific Amortized Capital are amortized: 0.00%,**

**Annual Cost of Services: \$83,173.00 per year or \$9.10 (rounded) per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs",**

**Parking: Four (4) reserved, structured parking spaces are provided at no additional cost to the Government.**

**Years 11 through 15 (Option Term):**

The total annual rent of \$223,548.04 breaks down as follows:

**Shell Rent: \$140,375.04 per year or \$15.36 per Rentable Square Foot (RSF),**

**Annual Cost of Services: \$83,173.00 per year or \$9.10 (rounded) per Rentable Square Foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs",**

**Parking: Four (4) reserved, structured parking spaces are provided at no additional cost to the Government.**

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