

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>4</u>
	TO LEASE NO. <u>GS-03B-12033</u>
LEASE AMENDMENT	PDN Number: <u>N/A</u>
ADDRESS OF PREMISES DULANEY CENTER 1 849 FAIRMOUNT AVENUE, 4 TH FLOOR TOWSON, MD 21204-2624	

THIS AMENDMENT is made and entered into between

DULANEY CENTER BUSINESS TRUST

whose address is: c/o Guardian Realty Management, Inc.
6000 EXECUTIVE BLVD. #400
NORTH BETHSEDA, MD 20852-3803

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 settle all claims regarding the square footage of the leased space, and to increase the total square footage by 393 ABOASF SF, change the annual rent and change the percentage of occupancy.**

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 May 23, 2014 as follows:

A. Paragraph 1 of Standard Form as amended is further amended by inserting in lieu thereof the following:

"1. The Lessor hereby leases to the Government the following described premises:

18,953 ANSI/BOMA Office Area square feet (21,795.95 rentable square feet) of office and related space on the fourth (4th) floor of the building commercially known as Dulaney Center 1, whose address is 849 Fairmount Avenue, Towson, MD 21204-2646 to be used for such purposes as may be determined by the General Services Administration. Included in the rent, at no additional cost to the Government, are four (4) reserved structured

This Lease Amendment contains {x} 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: President
Entity Name: Dulaney Center Business Trust
Date: _____

FOR THE GOVERNMENT:



Signature: _____
Name: APRIL D. FLEMING
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6-6-14

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: _____
Date: 6/2/14

parking spaces for the exclusive use of the Government.

B. Paragraph 3 of the Lease as amended is further amended by deleting the existing text and inserting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent of \$668,688.87 for years 1 through 5 and annual rent of \$555,835.08 for years 6 through 10.

Shell Rent (Years 1 to 5): \$366,607.88 (\$16.82 per Rentable Square Foot)
Shell Rent (Years 6 to 10): \$421,533.67 (\$19.34 per Rentable Square Foot)
Annual Operating Costs: \$132,301.42 (\$6.07 per Rentable Square Foot)

Amortized Annual Cost for Building –Specific Security: \$5,282.00 per year
Interest Rate at which Building-Specific Security is amortized: zero percent (0%)
Tenant Improvement (TI) Rent (Years 1 to 5): \$164,497.57
** Reflects amortization of \$726,403.51 over 60 months, at five percent (5%)

Rent shall be paid in arrears. Rent for a lesser period shall be prorated. Rent shall be payable to:
DULANEY CENTER BUSINESS TRUST
c/o Guardian Realty Management, Inc.
6000 EXECUTIVE BLVD., #400
NORTH BETHESDA, MD 20852-3803

C. Paragraph 6.C of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"6.C The Lessor and Jones Lang LaSalle (the Broker) have agreed to a cooperating lease commission of [REDACTED] based on Aggregate Lease Value over the firm term. The total amount of this commission is [REDACTED] (Gross Commission). For the benefit of the Government, and in accordance with terms of the GSA National Broker Contract, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, i.e., [REDACTED] (Net Commission), to the Broker in two (2) installments, fifty percent (50%) upon receipt of invoice following lease execution, and the remaining fifty percent (50%) upon receipt of invoice following occupancy. The Lessor shall pay the Broker no additional commissions associated with this lease transaction.

The shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. This reduction in shell rent shall commence with the fourth (4th) month's rental payment and continue as indicated in this schedule for adjusted monthly rent:

Fourth (4th) Month's Rental Payment of \$55,724.07 (which includes \$30,550.65 Shell) minus [REDACTED] Commission Credit (1/2) equals [REDACTED].

Fifth (5th) Month's Rental Payment of \$55,724.07 (which includes \$30,550.65 Shell) minus [REDACTED] Commission Credit (1/2) equals [REDACTED].

D. Paragraph 11 of the Rider to Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

"11. The total percentage of space occupied by the Government under the terms of the lease is equal to 17.08% of the total space available in the Lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 21,795.95 Rentable Square Feet by the total building space of 127,628 Rentable Square Feet.

INITIALS: TLJ & BRW
LESSOR & GOVT