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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 2<br><br>TO LEASE NO. GS-03P-LMD12203 |
| ADDRESS OF PREMISES<br>DUNLEAVY BUILDING<br>1508 WOODLAWN DRIVE<br>WOODLAWN, MARYLAND 21207-4030  | PDN Number: PS0037226                                     |

**THIS AMENDMENT** is made and entered into between  
CRP Holdings Dunleavy, LLC

whose address is: c/o Colony Realty Partners  
2 International Pl – Suite 2500  
Boston, MA 02110-4104

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 **establish the lease term, the lease square footage and the annual rent and to issue notice to proceed for the CMS additional work items and invoicing instructions for the work to be paid lump sum.**

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 6/1/2017 as follows:


- A. The Lease Term Commencement Date is hereby established as June 1, 2017. The lease term is established as June 1, 2017 through May 31, 2027.
- B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:
  - A. Office and Related Space: 22,130 rentable square feet (RSF), yielding 21,538 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor in Suite 100. NOTE: Square footage shall be re-confirmed based on findings from the space acceptance. Lessor's janitor and electrical closets shall not be included in square footage. A separate lease amendment shall be issued if square footage is revised.

This Lease Amendment contains 3 pages.

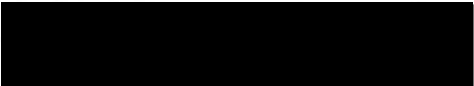
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
 Name: Carlos Vizcarra  
 Title: MANAGER  
 Entity Name: CRP Holdings Dunleavy, LLC  
 Date: 7-6-17

**FOR THE GOVERNMENT:**

Signature:   
 Name: Jean Starr Forcinito  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, READ  
 Date: 7-6-17

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Hopie Laird  
 Title: Leasing Coordinator  
 Date: 7-6-17

C. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

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

|   | FIRM TERM<br>6/1/2017 –<br>1/31/2018 | FIRM TERM<br>2/1/2018 –<br>5/31/2022 | NON FIRM TERM<br>6/1/2022 –<br>5/31/2027 |
|---|--------------------------------------|--------------------------------------|--|
| SHELL RENT <sup>1</sup>                             | \$0.00                               | \$367,631.04                         | \$456,099.30                             |
| TENANT IMPROVEMENTS RENT <sup>2</sup>               | \$0.00                               | \$204,611.00                         | \$0.00                                   |
| OPERATING COSTS <sup>3</sup>                        | \$0.00                               | \$93,831.20                          | \$93,831.20                              |
| BUILDING SPECIFIC AMORTIZED<br>CAPITAL <sup>4</sup> | \$0.00                               | \$4,777.50                           | \$0.00                                   |
| PARKING <sup>5</sup>                                | \$0.00                               | \$0.00                               | \$0.00                                   |
| <b>TOTAL ANNUAL RENT</b>                            | <b>\$0.00</b>                        | <b>\$670,850.74</b>                  | <b>\$549,930.55</b>                      |

First 8 months of lease are free; \$0.00 per month.

<sup>1</sup>Shell rent (Firm Term) calculation: \$16.612338 per RSF x 22,130 RSF

Non-Firm Term Calculation: \$20.61 per RSF x 22,130 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,023,055.00 is amortized at a rate of 0% per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.24 per RSF x 22,130 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$22,387.50 are amortized at a rate of 0% per annum over 5 years

<sup>5</sup>Parking costs described under sub-paragraph G below

D. Lease GS-03P-LMD12203, Lease Amendment Number 1, Paragraph A is revised by deleting the existing text in its entirety and inserting in lieu thereof the following:

The following change orders have been authorized for the CMS Dunleavy Construction Project:



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The Tenant Improvement cost is \$2,390,554.43; \$1,023,055.00 shall be amortized in the rent over sixty (60) months at an interest rate of zero (0%), and \$1,367,499.43 shall be paid to the Lessor via a one-time lump sum payment, upon inspection and acceptance of the space by the Government. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, manage and maintain said work outlined in Lease GS-03P-LMD12203 and the Construction Drawings – Permit Set dated 9/29/2016.

- E. Upon completion of the work, the Lessor shall contact the Lease Contracting Officer for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of \$1,367,499.43 shall be forwarded to:

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

A copy of the invoice must also be mailed to the Lease Contracting Officer (prior to sending to GSA Finance) at:

GSA, Public Buildings Service  
Real Estate Acquisition Division  
20 North 8<sup>th</sup> Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191  
ATTN: Jean Starr Forcinito (3PRSR)

For an invoice to be considered proper, it must:

1. Be received after the execution of this Lease Amendment,
2. Reference the Pegasys Document Number (PDN) specified on this form
3. Include a unique, vendor-supplied, invoice number,
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address.

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

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