

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-03P-LMD12203
ADDRESS OF PREMISES Dunleavy Building 1508 Woodlawn Drive Woodlawn, Maryland 21207-4030	PDN Number: PS0037226

THIS AMENDMENT is made and entered into between

whose address is: c/o Colony Realty Partners
2 International Place – 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 **issue notice to proceed for the tenant improvements and to provide 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 12/22/2016 as follows:

- A. This Lease Amendment serves as Notice to Proceed (NTP) for the CMS Tenant Improvements (TI) construction in the amount of \$2,276,680.04. This amount reflects the total tenant improvement costs submitted in the Lessor's TICs table dated November 28, 2016 and submitted on December 8, 2016.

The Tenant Improvement cost is \$2,276,680.04; \$1,023,055.00 shall be amortized in the rent over sixty (60) months at an interest rate of zero (0%), and \$1,253,625.04 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.

The tenant improvement costs include all work associated with the CMS program specific cost proposals: (1) Zolon - \$160,845.00, (2) CSI - \$144,063.00, (3) Systcom - \$60,344.00, (4) Baltimore Sound - \$46,494.00, and (5) Fultron - \$386,531.00. In addition, the tenant improvement costs include additional design fees in the amount of: \$23,930.00 (per letter dated May 11, 2016) and millwork design of \$4,000.

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:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

Jason A. Berry
Manager
CBP Holdings, LLC Dunleavy, LLC
1-5-17

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

GSA, Public Buildings Service, READ

Date: _____

Jean Starr Forcinito
Lease Contracting Officer
1/10/17

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Hope Laird
Leasing Coordinator
1-5-17

- B. The Lessor shall deliver the space ready for Government occupancy within 80 working calendar days from Issuance of this notice to proceed.
- C. 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 \$1,253,625.04 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
100 S. Independence Mall West
Philadelphia, PA 19106
ATTN: Jean Starr Forcinito (3PRSB)

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.

INITIALS:


LESSOR

&


GOVT