GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2	
LEASE AMENDMENT	TO LEASE NO. GS-11B-12581	
ADDRESS OF PREMISES 2400 Schuster Drive Cheverly, MD 20781-1121	PDN Number: N/A	

THIS AMENDMENT is made and entered into between

Martin Real Estate JV

whose address is:

c/o Jay Martin, Managing Partner

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

WHEREAS, the parties hereto desire to amend the above Lease, in order to reconcile operating costs paid by the Government while the original lease was in holdover but prior to this lease becoming effective.

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 September 1, 2013, as follows:

- The current lease is effective May 1, 2013, and is structured as a full-service lease. The Lessor assumed responsibility for handling all operating expenses on September 1, 2013.
- 2. During the period of time between May 1, 2013, and August 31, 2013, the Government continued to pay the actual operating costs directly to the respective vendor.
- 3. Therefore, since the Government paid for the actual operating expenses of the property from May 1, 2013, through August 31, 2013, and the lease was effective on May 1, 2013, the Government paid for those expenses twice, and is therefore entitled to a **rent credit** from the Lessor.
- 4. The rent credit is calculated by adding up parts of Form 1217 (see attached) associated with operating expenses. These include sections A7 (cleaning), B9 (heating fuel), C11 (electricity), D15 (water), and G26 (Other trash). The calculation is (A7) \$96,000 + (B9) \$19,070 + (C11) \$88,000 + (D15) \$4,252 + (G26) \$24,000 = \$231,322. \$231,322 / 12 months x 4 months = \$77,107.33. This rent credit will be applied against the monthly rent installments due the Lessor until exhausted.

This Lease Amendment contains 1 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:		FOR THE GOVERNMENT:	
Signature: Name: Title: Entity Name: Date:	JAY MARTIN MANAGENE PARTINUL MARTIN REAL ENTAT JY	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Sarvice 7 2014 Date:	

WITNESSED FOR THE LESSOR BY:

Signature:	
Name:	DUR OTHY R. MAILTIN
Title:	~
Date:	11/27/13