

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	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.

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 **upon execution by the Government**, as follows:


1. Pursuant to Section 1.11(A) of the Lease, the Government, at its sole discretion, shall make all decisions as to the use of the Tenant Improvement Allowance (TIA). The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.
2. The Government has not utilized any portion of the tenant improvement allowance and does not plan to utilize it in the future. Section 1.09(A) of the Lease identifies the portion of the rent attributable to the TIA to be \$166,689.07 on an annual basis, or, \$13,890.76 per month.
3. Accordingly, effective **May 1, 2013**, the annual rent for this lease shall **decrease** by \$166,689.07 from \$1,270,138.37 to \$1,103,449.30, payable in monthly installments of \$91,954.11, in arrears.
4. Additionally, the Government shall be entitled to a credit for the portion of the rent paid attributable to the TIA for the period from May 1, 2013 to August 31, 2014 in the amount of **\$222,252.16** (16 months x \$13,890.76 = \$222,252.16). The Government will apply the credit in **four** equal installments of \$55,563.04 against the monthly rental payment for August, September, October and November of 2014.

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:**

Signature:   
Name: JAY MARTIN  
Title: MANAGING PARTNER  
Entity Name: MARTIN REAL ESTATE JV  
Date: 7/25/14

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: AUG 26 2014

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: DOROTHY MARTIN  
Title: \_\_\_\_\_  
Date: 7/25/14