

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT: NO. 1
	TO LEASE NO.: GS-11P-LMD12610
ADDRESS OF PREMISES: METRO IV 3311 TOLEDO ROAD HYATTSVILLE, MD 20782	DATE:

THIS AGREEMENT made and entered into this date by and between PGMC IV, LLC

whose address is: 6525 BELCREST ROAD – SUITE 500
HYATTSVILLE, MD 20782

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 incorporate the following modifications to the existing Lease terms.

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 9, 2014, as follows:

A. DELIVERY OF THE PREMISES:

The Parties hereby agree that the premises shall be delivered by June 25, 2015 in accordance with the terms of the Lease Project Schedule attached hereto and incorporated herein as Attachment A, and further acknowledge and agree that no net

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:

LONG GATE ASSOCIATES, LLC, a Delaware limited liability company,
solely in its capacity as Receiver by Order Appointing Receiver
entered on December 28, 2013, by the Circuit Court of the State of
Maryland for Prince George's County in Civil Action No.
CAE13-37840

Signature: 

Name: Thomas B. Dwyer

Title: Managing Member

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: Robert Federico

Title: Lease Contracting Officer

Agency: GSA – Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: Karla M. Dwyer

Title: Secretary

Date: _____

delay days (liquidated damages or free rent assessments) are to be assigned to either Party prior to the adoption of the project construction schedule in Attachment A to this SLA dated April 21, 2014 (Attachment A). The Parties hereby adopt said Lease Project Schedule, and acknowledge and agree that this schedule governs over previous versions, as well as any other reference in the Lease to delivery of the premises. The Lessor shall retain its right under the General Conditions Clauses of the Lease to request an equitable adjustment, however, such actions shall not be submitted for claims of project delay prior to the incorporation of this schedule in the Lease.

B. CONDITIONS:

The provisions set forth in this Lease Amendment are subject to the simultaneous execution of **Lease Amendment No. 26** for GSA Lease No. GS-11B-00256. In the event that both Lease Amendments are not mutually executed concurrently, this Lease Amendment shall become null and void.

C. CONFLICT:

In the event of a conflict between this Lease Amendment and other documents that are part of the Lease, including all exhibits, this Lease Amendment shall govern.

This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the Lease Amendment executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

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

INITIALS:


LESSOR

&

GOV'T