

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 2
<b>LEASE AMENDMENT</b>	TO LEASE NO. GS-03P-LPA12139
ADDRESS OF PREMISES 1300 Virginia Drive Fort Washington, PA 19034-3221	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

Maplewood-Virginia, LLLP

whose address is: 6 Reservoir Circle, Suite 103  
Baltimore, Maryland 21208-0000

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 adjust the annual rent, adjust the broker commission credit, add the base cost of services paragraph and memorialize change order nos. 1-3.

**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 October 1, 2014, as follows:

I. Section 1.03 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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 L

[Redacted Signature]

Signature:

Name:

Title:

Entity Name: Maplewood-Virginia, LLLP

Date:

OCT. 2, 2014

FOR THE GOVERNMENT:

[Redacted Signature]

Signature:

Name:

Title: Lease Contracting Officer  
GSA, Public Buildings Service

Date:

October 7, 2014

WITNESSED  
BY

[Redacted Signature]

Signature:

Name:

Title:

Date:

OCTOBER 2, 2014

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$33,497.00	\$37,797.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 15,067.17	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 13,803.00	\$ 13,803.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$ 0.00	\$ 0.00
PARKING	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$62,367.17</b>	<b>\$51,600.00</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$15.58 per RSF multiplied by 2,150 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$61,195.00 is amortized at a rate of 6.0 percent per annum over 56 months

<sup>3</sup>Operating Costs rent calculation: \$6.42 per RSF multiplied by 2,150 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

B. Payment of shell and operating cost components of the Lease commenced effective June 1, 2014. The tenant improvements have been accepted by the Government, and payment of the tenant improvement cost component of the Lease shall commence effective October 1, 2014.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease."

II. The following is hereby added to Section 1.04 of the Lease.

Due to the addition of Change Order Nos. 1 – 3 in accordance with Section IV below, the Commission Credit shall be adjusted as follows: Studley, Inc. is due an additional Commission Credit of [REDACTED] and the Government shall be credited in the shell portion of October 2014 rent in the amount of [REDACTED].

INITIALS:  LESSOR &  GOVT

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III. Section 1.15 of the Lease is hereby deleted in its entirety and replaced with the following:



"1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.42 per RSF."

IV. This Lease Amendment memorializes the notices to proceed with Change Order Nos. 1, 2 and 3 as follows:

- Change Order No. 1 for additional partition work associated with Existing Office 104 and [REDACTED] Office 105 according to the proposal dated May 29, 2014 in the amount of [REDACTED]
- Change Order No. 2 for additional electrical work in the Conference Room and File Room according to the proposal dated September 3, 2014 in the amount of [REDACTED], and
- Change Order No. 3 for additional security work to allow the agency to "buzz" guests into the space electronically according to the proposal dated September 16, 2014 in the amount of [REDACTED].

These costs are captured as part of the Tenant Improvement expenditure under Section I of this Lease Amendment. All work associated with the change orders shall be completed no later than October 1, 2014, and shall be memorialized in As-Built drawings in accordance with Lease requirements.

INITIALS  LESSOR &  GOVT