

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03P-LMD12123
ADDRESS OF PREMISES Caton 95 1531 Edgewood Street Baltimore, Maryland 21227-1139	PDN Number: N/A

THIS AMENDMENT is made and entered into between
Caton 95 Associates, LLC

whose address is: 60 West Street
 Williamsport, MD 21795-4064

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 **commence rent**.

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 March 21, 2016 as follows:

A. Paragraph of the lease entitled " Lease Term" (page 1 of the lease), is hereby deleted in its inserting and the following text is inserted in lieu thereof:



"TO HAVE AND TO HOLD, for the term beginning on March 21, 2016 through March 20, 2026, subject to termination and renewal rights as may be hereinafter set forth".

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: MANAGER
 Entity Name: CATON 95 ASSOCIATES, LLC
 Date: 4-20-2016

FOR THE GOVERNMENT:

Signature: 
 Name: Donna W
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 4/21/2016

WITNESSED

Signature: 
 Name: AL SPIEGEL
 Title: VICE PRESIDENT
 Date: 4/20/16

B. Paragraph 1.03, Section (A) of the lease entitled 'Rental Consideration', is hereby deleted in its entirety and the following text is inserted in lieu thereof :

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

	Firm Term Annual Rent Beginning March 21, 2016	Non-Firm Term Annual Rent Beginning March 21, 2021
Shell Rent ¹	\$103,250.00	\$113,750.00
Tenant Improvements rent ²	\$ 58,660.00	\$ 0.00
Operating Costs ³ - plus accrued escalations	\$ 35,000.00	\$ 35,000.00
Building Specific Amortized Capital ⁴	\$ 2,520.00	\$ 0.00
Total Annual Rent	\$199,430.00	\$148,750.00

Handwritten initials in blue ink.

¹Shell rent (Firm Term) calculation: \$14.45 per RSF multiplied by 7,000 RSF

²The Tenant Improvement Allowance of \$246,875.00 is amortized at a rate of 7% percent per annum over 5 years.

³Operating Costs rent calculation: \$5.00 per RSF multiplied by 7,000 RSF

⁴Building Specific Amortized Capital (BSAC) of \$10,500.00 is amortized per annum over 5 years"

INITIALS:  LESSOR  GOVT