

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LMD00104
LEASE AMENDMENT	
ADDRESS OF PREMISES 23330 Cottonwood Parkway California, MD 20619-2070	PDN Number: N/A

THIS AMENDMENT is made and entered into between  
CLOVER/WALDSCHIMITT LLC

whose address is: 1700 NORTH MOORE STREET, SUITE 2200  
ARLINGTON, VIRGINIA 22209-2070

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 formally issue a Notice to Proceed with the Tenant Improvements

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 Govt Execution, as follows:

**Section 1.03 RENT AND OTHER CONSIDERATION subpart A is hereby deleted and replaced with the following:**

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

	6/20/2017 – 6/19/2022	6/20/2022 – 6/19/2027
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$567,760.74	\$641,868.02
TENANT IMPROVEMENT RENT <sup>2</sup>	\$35,293.83	\$35,293.83
OPERATING COSTS <sup>3</sup>	\$186,799.00	\$186,799.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$789,853.57</b>	<b>\$863,960.85</b>

<sup>1</sup>Shell rent calculation:  
(Firm Term years 1-5) \$15.90410788 per RSF multiplied by 35,699 RSF

This Lease Amendment contains 3 pages including Exhibit 'A'

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

BY: FORTLEYS SPE, INC., MANAGING MEMBER  
ROBERT S. WALDSCHIMITT, PRESIDENT

Signature: \_\_\_\_\_  
Name: RICHARD B. PELICANI FOR  
Title: ROBERT S. WALDSCHIMITT  
Entity Name: CLOVER/WALDSCHIMITT LLC  
Date: 1 DEC 17

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 147/17

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: TIISA BOOLEZ  
Title: CONTROLLER  
Date: 1 DEC 17

*EBP*

(Firm Term years 8-7) \$17.98 per RSF multiplied by 36,699 RSF  
(Non-Firm Term) \$17.98 per RSF multiplied by 36,699 RSF  
\*The Tenant Improvement Allowance of \$253,310.72 is amortized at a rate of 7 percent per annum over 10 years  
\*Operating Costs rent calculation: \$5.2325116577 per RSF multiplied by 36,699 RSF  
\*Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

**Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT is hereby deleted and replaced with the following:**

**1.04 BROKER COMMISSION AND COMMISSION CREDIT**

A. Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the commission is [REDACTED] and is earned upon lease execution payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle Americas, Inc with the remaining [REDACTED] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell commence with the first month for the rental payments and continue until the credit has been full recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the 'Rent and Other Consideration' paragraph of this Lease the shell rental payments due and owing under this Lease shall be reduced to recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

Month 1 Rental Payment of \$65,821.13 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment of \$65,821.13 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment of \$65,821.13 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

**NOTICE TO PROCEED FOR TENANT IMPROVEMENTS**

The Government has reviewed the Tenant Improvement Pricing Proposal dated October 30, 2017 and approves the Tenant Improvement price of \$253,310.72. The Lessor shall amortize the full Tenant Improvement cost of \$253,310.72 into the rent at the rate of 7.0% percent over 10 years upon completion, inspection, and acceptance of the tenant improvements by the Government. The completion date of the Tenant Improvements shall be 60 working days following the issuance of this NTP.

INITIALS: [Signature] & [Signature]  
LESSOR & GOVT