

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT NO. 4
	TO LEASE NO. <b>GS-03B-12001</b>
ADDRESS OF PREMISE 3701 Koppers Street Baltimore, MD 21227-1024	PDN Number <b>PS0026412</b>

**THIS AMENDMENT**, made and entered into this date by and between

whose address is: **BPG Office VI Koppers LP**  
 c/o The Buccini/Pollin Group, Inc  
 322 A Street- Suite 300  
 Wilmington, DE 19801-5354

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 **issue Notice to Proceed for construction of tenant improvements, extend the construction schedule, eliminate all rent credits in months 1 – 4 of the lease, reduce the liquidated damages, and add release of claims language.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2013 as follows:

*June 15, 2013 - REB Lessee GSA*

- A. BPG Office VI Koppers LP, is hereby authorized to proceed with the construction of the Tenant Improvements for the Government in the agreed upon amount of \$3,950,000.00 in accordance with all Lease requirements, the Design Intent Drawings, and the Construction Drawings, as revised in accordance with Lease Amendment 3. The tenant improvement allowance outlined in the Lease is \$1,717,017.10, or \$39.56 (ROUNDED) per ABOA SF. The Government hereby orders the balance of [REDACTED] to be paid as a one-time lump sum payment as outlined in Paragraph F of this Lease Amendment. As part of this Notice to Proceed, the Lessor certifies the following:
- 1) The above total amount is inclusive of a [REDACTED] interior room ID signage allowance.
  - 2) The pricing reductions that the Lessor has provided since the 2-8-2013 pricing proposal are not a result of value engineering, and that the entire scope identified in the Design-Intent Drawings, Construction Documents, and the lease agreement has not been modified in any way
  - 3) The terms of Lease Amendment 3 are still in full force and effect

This Lease Amendment contains three (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 LESSOR:**

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: *Authorized Signatory*  
 Entity Name: BPG Office VI Koppers LP  
 Date: *5/22/2013*

**FOR THE**

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: [REDACTED]  
 GSA, Pub  
 Date: *6/10/13*

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
 Name: *MICHAEL TURKIC*  
 Title: *VP, BPG Real Estate Services LLC*  
 Date: *5/22/2013*

- B. The Design-Intent Drawings, as approved on April 9, 2012, are hereby incorporated into the lease by reference. The revised construction documents, as authorized via Lease Amendment 3, shall take precedence over the approved Design-Intent Drawings, only with respect to the revised areas.
- C. Section 5.10-F of the SFO to the Lease is hereby deleted in its entirety and following text is replaced in lieu thereof:

**“CONSTRUCTION OF TENANT IMPROVEMENTS**

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within one-hundred fifty (150) calendar days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.”

- D. Paragraph B of SLA #2 to the Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

“6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
- B. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED], which was previously divided under SLA 2 between a Broker Commission and a Commission Credit to the Government. All payments to Broker and credits to the Government have been satisfied as of the date of execution of this Lease Amendment (#4)“

- E. Section 5.6 of the SFO to the Lease is hereby deleted in its entirety and following text is replaced in lieu thereof:

**“5.6 LIQUIDATED DAMAGES (AUG 2008)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$500.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor’s delay.”

- F. The following text is hereby added as Section 20 of the Rider to the Lease

“20. Lessor unconditionally discharges and releases GSA from all liability related to any delays arising out of contract GS-03B-12001, including claims for costs and interest under the Contract Disputes Act of 1978, 41 U.S.C. §§ 601 et seq.”

- G. Upon completion, inspection and acceptance of the space by the Government, the Lessor shall submit a properly executed original invoice. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of \$2,232,982.90 upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at:

<http://www.finance.gsa.gov>

INITIALS:

REB  
LESSOR

&

[Signature]  
GOVT



- OR -

General Services Administration  
Greater Southwest Region (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Lease Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division  
20 North Eighth Street, 8th Floor  
Philadelphia, PA 19107-3191  
Attn: John McFadden

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form (PS0026412),
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment in the amount of [REDACTED] shall be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

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

H. The Lessor Hereby waives restoration as a result of all improvements.

INITIALS:

                      
LESSOR

&

                      
GOVT