GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL	DATE
PUBLIC BUILDING SERVICES	AGREEMENT	
TOBEIC BOIEDING SERVICES		
	No. 2	
SUPPLEMENTAL LEASE AGREEMENT		6/7/06
	Page 1 of 9	07
	TO LEASE NO.	
	GS-03B-06310	
ADDRESS OF PREMISE Wedgewood Building South	ACT Number	
Wedgewood Ballating Coati		
Building # 3		
4420 Buckeystown Pike		
Frederick, MD 21704		
THE ACREMENT made and entered into this date by and between		
THIS AGREEMENT, made and entered into this date by and between	en	
85 South, LLC		
	and the second second	
whose address is 4600 Wedgewood Boulevard, Suite A		
Frederick, MD 21703		
Trederick, MD 21703		
hereinafter called the Lessor, and the UNITED STATES OF AMEI	CICA, hereinafter called the G	overnment:
WHEREAS, the parties hereto desire to amend the above Lease. T	o accent the tenant improve	ment build out, establish the firm
lease term, and to establish the rental rate.	o accept one commercial provision	
icase term, and to establish the rental rate.		
NOW THEREFORE, these parties for the considerations hereinafte	r mentioned covenant and agr	ee that the said Lease is amended,
effective June 3, 2006, as follows:		
, us 101101101		
IN WITNESS WHEREOF the portion subscribed their names or of	the above data. To incorner	to additional requirements
IN WITNESS WHEREOF, the parties subscribed their names as of	the above date. To incorpora	ie additional requirements.
<ul> <li>A. Paragraph 4 of the Lease is hereby deleted in its entirety at</li> </ul>	nd replaced with the following	<u>;</u> ;
"The Government may terminate this lease at any time in whole or i	n part on or after the ninth full v	rear of occupancy, which is June 2.
2015, by giving at least 180 days notice in writing to the Lessor and	I no rental shall accrue after the	effective date of termination Said
notice shall be computed commencing with the day after the date of n		effective date of termination. Said
notice shall be computed commencing with the day after the date of it	ianing.	
		·
All other terms and conditions of the lease shall remain in force an	deffect	
An other terms and conditions of the lease shall remain in force an	u enect.	
IN WITE the same as of	the above date	
en names as or	the above date.	
LESSO		ŀ
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		_
	Authorized 13	1 pm
BY	HUPPUTILED 12	
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··· <del></del>		
UNITED STATES OF AMERICA General Services Administration, PBS, Alle	egheny Service Center	
D.	Contracting Officer	
B'	Contracting Officer	
(S	(Official Title)	

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TO LEASE NO. GS-03B-06310

- B. Paragraph 3 of the Lease as amended by Supplemental Lease Agreement Number 1 is hereby deleted in its entirety and replaced with the following:
- "3. The Government shall pay the Lessor annual rent of \$2,495,948.75 at the rate of \$207,995.73 per month in arrears for years 1 through 5. This rental rate will be adjusted when the outstanding potential change orders have been completed and accepted. See paragraph 6 D below for further clarification. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to: 85 South LLC, c/o Matan Property Management, 4600 Wedgewood Boulevard, Suite A, Frederick, MD 21703."
- C. Paragraph 6 D as added by Supplemental Lease Agreement Number 1 is hereby deleted in its entirety and replaced with the following:
- "6. D. Rental shall be paid for the 227,548 BOAF (229,459 rentable square feet) that the Government will occupy in accordance with clauses 22 and 23 of the General Clauses, GSA Form 3517 entitled "Prompt Payment" and "Electronic Funds Transfer Payment", at an annual amount of \$2,495,948.75 at the approximate rate of \$10.968889 per ANSI/BOMA Office Area Square Foot (BOAF) per year (or approximately \$10.87754 per BOMA Rentable square foot per year) for the first five (5) years.

The rent breakdown for years 1-5 is as follows:

Base Building Shell:

**\$ 9.1663385/BOAF** (\$2,085,782.00 annually)

Operating Expense Base:

**\$ 0.6406912/BOAF\*** (\$145,788.00 annually)

Tenant Improvement

\$ 1.161860/BOAF (\$264,378.75 annually)

Gross Annual Rental Rate:

\$10.968889/BOAF (\$2,495,948.75 annually)

Annual rent shall be \$2,495,948.75 (\$207,995.73 per month).

The parties hereby agree that the actual amount of tenant improvements spent was \$1.161860 per BOAF. The cost of the construction and installation of improvements to the leased premises above the base building shell includes but is not limited to, the following: the cost of all alterations outlined in the construction drawings; the preparation of the construction drawings; and construction administration. The \$1.16186 BOAF rate for Tenant Improvements reflects the total TI cost of \$1,709,265.85 fully amortized at an interest rate of 7.75% over the firm term nine (9) years of the Lease term, from June 3, 2006 to June 2, 2015. The Initial Tenant Improvement Allowance will be fully paid after June 2, 2015 and will be eliminated from the Gross Annual Rental Rate for the remainder of the initial lease term.

Initials:

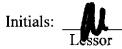
<sup>\*</sup>Subject to revision annually based on CPI adjustments.

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TO LEASE NO. GS-03B-06310

The \$1,709,265.85 tenant improvement cost breakdown is as follows:

Division 1 General Conditions SUBTOTAL:	\$ 44,859.00
General Conditions	\$
Lifts & Scaffolds	\$
Sitework	
Division 3 SUBTOTAL:	 
Concrete	
Division 5 Metals SUBTOTAL:	\$
· · · · ·	\$
Division 6 General Work SUBTOTAL:	\$ 10,825.00
Rough Carpentry	\$
Finish Carpentry	\$
Millwork	·
Woods & Plastics	
Division 7 SUBTOTAL:	\$
Roofing	\$
Thermal-Moisture	
Division 8 SUBTOTAL:	\$ 59,518.00
Doors, Frames, and Hardware	\$
Glazing/Glass	\$
Division 9 Finishes SUBTOTAL:	\$ 283,073.00
Gypsum Drywall	\$
New Acoustical Ceiling	\$
Floor Covering	\$
Painting & Wall Coverings Ceramic	\$





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TO LEASE NO. GS-03B-06310

Division 10 Specialties SUBTOTAL:	\$ 11,013.00
Toilet Partitions	\$
Lockers	\$
Toilet Accessories	\$
Division 11 SUBTOTAL:	\$
Dock Equipment	\$
Division 12 Furnishings SUBTOTAL:	\$
Window Treatment	\$
Division 13 SUBTOTAL:	
Division 15 Mechanical SUBTOTAL:	\$ 263,276.00
Fire Protection	\$
Plumbing	\$
HVAC	\$
Mechanical	
Division 16 Electrical SUBTOTAL:	\$ 223,515.75
Lighting, Fixtures, Branch Circuits	\$
Switches, OCP Sensors, Relays, Receptacles	\$
Plug Mold	\$
Office Furuniture/Power Poles	\$
Power connections to Plumbing & HVAC	\$
Sub Panel & Additional Breakers	\$
Empty Raceways for Tele/data/security	\$
Drawings, equipment rentals, & permits	\$
Office area cable tray system	\$
Fire Alarm System in Office Area	\$
SUBTOTAL	\$ 906,175.75

Initials: Lessor

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TO LEASE NO. GS-03B-06310

ALTERNATES			
Alternate 1 - Full Height Security	/ Walls	\$	
Alternate 2 - Permit & Tap Fees		\$	
Alternate 4 - HVAC Central Pan-	el	\$	
Alternate 7 - Lockers in shower	room	\$	
Breakout 1 - Tenant items as sh	ell		
Ceiling		\$	
Painting & Wall Coverings		\$	
Fire Protection		\$	
Plumbing		\$	
Electrical		\$	
Drywall		\$	
Floor Covering		\$	
Toilet Partitions		\$	
Toilet Accessories		\$	
HVAC		\$	
	Breakout 1 SUBTOTAL	\$	(218,756.62)
TI SUBTOTAL with reque	ested Alternates & Shell		
deduction (Breakout 1)		\$	775,393.74
Contractor OH & Profit: As a %		\$	- 0%
Contractor Total:		\$	775,393.74
Seals (10)		\$	
Levelers 10)		\$	
Developer's OH & P		\$	
=		*	

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TO LEASE NO. GS-03B-06310

Electrical PCO		
A - 10 Additional Charger Circuits	\$	
C - Dedicated Pharmacy Receptacles	\$	
E- Additional Temporary Office Requirements	\$	
F - Temporary Office Unit Circuits	\$ \$	
G - Additional Convenience Outlets	\$	
H - Proved Disconnect for Medical Trailer	\$	
I - Additional Receptacles in Warehouse	\$	
J - 2000 AMP Service Upgrade	\$	
K - 4 Exterior Outlets	\$	
L - Additional Buried Conduit for Security	\$	
Electrical PCO SUBTOTAL	\$	324,206.88
Security		
Proposed Cost	\$	
Option # A	\$	
Option # B		
Option # C	\$	
Option # D	\$ \$ \$	
Security SUBTOTAL	\$	227,104.00
Lessor's OH & Profit As a %	\$	134,312.27 10%
Design Fees	\$	10,710.00
TI TOTAL	\$	1,488,144.94

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#### TO LEASE NO. GS-03B-06310

Change Order - 1a Security Conduit Cost 10% Overhead & Profit	Subtotal	\$ \$ <b>\$</b>	5,607.13
Change Order - 3 Additional Security Change #2 Add Change #3 Add Card Reader Change # 4 Fiber Optics for Exterior Poles and Change # 5 Additional 11 months of 10% Overhead & Profit	Subtotal	\$ \$ \$ <b>\$</b>	62,548.19
Change Order - 2 Tele/Data Wiring Cost 10% Overhead & Profit	Subtotal	\$ \$ <b>\$</b>	86,951.74
Change Order 1 - Remaining Security Cost 10% Overhead & Profit	Subtotal	\$ \$ <b>\$</b>	26,380.39
Change Order 4 - Locking Thermostat Cover Cost 10% Overhead & Profit	Subtotal	\$ \$ <b>\$</b>	1,451.20
Change Order 5 - Additional Walk-Off Mat Cost 10% Overhead & Profit	Subtotal	\$ \$ \$	644.86

Initials: \_\_\_\_ & \_\_\_ Gov't

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TO LEASE NO. GS-03B-06310

THE TOTAL MITTING COLORS		_Ψ	1,700,200.00
TI TOTAL WITH CHANGE ORDERS			1,709,265.85
	Subtotal	\$	5,098.95
10% Overhead & Profit		\$	
Cost		\$	
Change order 13 -Plywood at Office/Wareho Walls	ouse Demising		
, o, o o tomoug at rom	Subtotal	\$	15,784.51
Cost 10% Overhead & Profit		\$ \$	
Server Room		•	
Change order 12 -Coaxial Cable for Offices	from ADP		
	Subtotal	\$	937.01
10% Overhead & Profit		\$	
Change order 11 - Switching for Training Ro Cost	om _	\$	
Observe and a 44 Out to 1 To 1 To 1			
	Subtotal	\$	6,677.08
Cost		\$ <b>=</b>	
Change order 7 -Protection of Unit Heaters \	NH2	_	
		Þ	(6,382.50)
	Subtotal	\$ <b>\$</b>	(C 200 EO)
10% Overhead & Profit		\$	
SST Credit Credit			
CCT Coo dit			
1070 OVOITIONS OF TOTAL	Subtotal	\$	14,658.20
Cost 10% Overhead & Profit		\$ \$	
Change order 10 -Change in Permit Fees		•	
	Gubiotal	Ψ	704.10
10% Overhead & Profit	Subtotal	\$ <b>\$</b>	764 <sub>-</sub> 15
Cost		\$	
Change order 6 - Vending Machine Recepta	0.00		

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TO LEASE NO. GS-03B-06310

The rent breakdown for years 6 - 9 is as follows:

Base Building Shell:

**\$ 9.42/BOAF** (\$2,143,502.16 annually)

Operating Expense Base:

**\$ 0.6406912/BOAF\*** (\$145,788.00 annually)

Tenant Improvement

\$ 1.161860/BOAF (\$264,378.75 annually)

Gross Annual Rental Rate:

\$11.222551/BOAF (\$2,553,668.91 annually)

Annual rent shall be \$2,553,668.91 (\$212,805.74 per month).

The rent breakdown for year 10 is as follows:

Base Building Shell:

**\$ 9.42/BOAF** (\$2,143,502.16 annually)

Operating Expense Base:

**\$ 0.6406912/BOAF\*** (\$145,788.00 annually)

Tenant Improvement

Should be fully amortized by June 2, 2015

Gross Annual Rental Rate:

\$10.06/BOAF (\$2,289,290.16 annually)

Annual rent shall be \$2,289,290.16 (\$190,774.18 per month).

\*Subject to revision annually based on CPI adjustments."

Initials:

<sup>\*</sup>Subject to revision annually based on CPI adjustments.