

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 8  Page 1 of 4	DATE  11/16/06
	TO LEASE NO. GS-03B-06310	

ADDRESS OF PREMISE    Wedgewood Building South Building # 3 4420 Buckeystown Pike Frederick, MD 21704	ACT Number PS0009217
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THIS AGREEMENT, made and entered into this date by and between  
85 South, LLC

whose address is    4600 Wedgewood Boulevard, Suite A  
Frederick, MD 21703

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 accept Tenant Improvement build out Potential Change Orders # 8, 9, 14, 15, 16, 17, 18, 19, and 20; to amortize these costs into the Tenant Improvement portion of the rent; to change the annual rent to reflect the increase in Tenant Improvement costs; and to incorporate security ownership and alterations language.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 3, 2006, as follows:

IN WITNESS WHEREOF, the parties subscribed their names as of the above date. To incorporate additional requirements.

A. This shall serve as official notice of acceptance of the following change orders:

Change order 8 - Sealer on Warehouse Floors	
Cost	\$ [REDACTED]
10% Overhead & Profit	\$ [REDACTED]
Subtotal	\$ 186,057.81

All [REDACTED] in force and effect.

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

BY [REDACTED]

AUTHORIZED PERSON  
(Title)  
4600 WEDGEWOOD BLVD.  
FREDERICK, MD 21703  
(Address)

UNITED STATES OF AMERICA General Services Administration, PBS, Allegheny Service Center

BY [REDACTED]

Contracting Officer  
(Official Title)

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Change order 9 - Interior Signage			
Cost	\$	████████	
10% Overhead & Profit	\$	████████	
Subtotal	\$		2,546.45
Change order 14 - Paint Plywood			
Cost	\$	████████	
10% Overhead & Profit	\$	████████	
Subtotal	\$		1,111.57
Change order 15 - Fiber Cable			
Cost	\$	████████	
10% Overhead & Profit	\$	████████	
Subtotal	\$		26,969.02
Change order 16 - Tele data lines			
Cost	\$	████████	
10% Overhead & Profit	\$	████████	
Subtotal	\$		39,762.34
Change order 17 - CAT 5 Cables			
Cost	\$	████████	
10% Overhead & Profit	\$	████████	
Subtotal	\$		5,919.53
Change order 18 - CAT 5 Cables			
Cost	\$	████████	
10% Overhead & Profit	\$	████████	
Subtotal	\$		16,433.57
Change order 19 - Knox Switches			
Cost	\$	████████	
10% Overhead & Profit	\$	████████	
Subtotal	\$		1,191.22

Initials:     M     &     DKG      
Lessor Gov't

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Change order 20 - Knox Switches		
Cost	\$	██████
10% Overhead & Profit	\$	██████
Subtotal	\$	1,504.94

**TOTAL TI COST TO BE ADDED TO TI PORTION  
OF THE RENT WITH AMORTIZATION BEGINNING  
DECEMBER 3, 2006: \$ 281,496.45**

B. This cost of \$281,496.45 shall be amortized into the Tenant Improvement (TI) cost as of December 3, 2006. At this time, the unamortized portion of the TI will total \$1,642,236.32. The unamortized TI (\$1,642,236.32) and the new TI cost (\$281,496.45) total \$1,923,732.77. This cost will be amortized at 7.75% over 102 months. This aligns with the nine year amortization term which commenced June 3, 2006 and extends to June 2, 2015. This results in a new TI rental rate of \$1.3610149/BOAF.

Any place in the Lease or Supplemental Lease Agreements Number 1 through 7 that reference the TI cost shall be amended to reflect the new TI rental cost \$1.3610149/BOAF from December 3, 2006 through June 2, 2015.

C. Paragraph 3 of the Lease as amended in Supplemental Lease Agreement Number 1 and Supplemental Lease Agreement Number 2 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$2,541,266.23 at the rate of \$211,772.19 per month in arrears from December 3, 2006 through January 31, 2011. The Government shall pay the Lessor annual rent of \$2,598,986.39 at the rate of \$216,582.20 per month in arrears from February 1, 2011 through June 2, 2015. The Government shall pay the Lessor annual rent of \$2,289,290.16 at the rate of \$190,774.18 per month in arrears from June 3, 2015 through January 31, 2016. Operating costs are subject to revision annually based on CPI adjustments. Rent for a lesser period will be prorated. Payment shall be made electronically and shall be made payable to: 85 South LLC, c/o Matan Property Management, 4600 Wedgwood Boulevard, Suite A, Frederick, MD 21703."

D. **Security Ownership & Alterations:** The security system and infrastructure (the "Security System") was installed in the leased premise as part of the tenant improvement build out. During the tenant improvement build out the Lessor ensured that the Security System was properly connected to the building (i.e. roof) and building systems (i.e. electrical panels). The Security System was accepted by the Government, per the final walk through which occurred on June 2, 2006. Per this agreement the Lessor agrees to transfer the ownership and ongoing maintenance of the Security System to the Government.

Initials:   *M*   &   *JKS*    
                  Lessor                         Gov't

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
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Furthermore, the Government shall have the right to install, remove, and relocate all security related equipment with alteration, renovation, and reconfiguration projects. The Government will be responsible for the purchase of any materials, and supplies associated with alteration, renovation, and reconfiguration projects.


1. Projects may include installation of new security, communications, or sound/projection systems or other systems with associated wiring that do not connect to systems under the maintenance and control of the Lessor (i.e., HVAC, Primary Electrical Switchgear, busses, and disconnects, Sprinkler Systems, Smoke Detection Systems, Audible and Visual alarm systems, etc.).

2. The Lessor shall have first right of refusal on all modifications and alterations work that attaches to, modifies or alters building systems under the maintenance and control of the Lessor.

Initials:

  
Lessor

&

  
Gov't