

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 1	DATE 8/28/2010
	TO LEASE NO. GS-03B-10302	

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISE
Wedgewood South Building 2
4440 Buckeystown Pike
Frederick, MD 21704-7542

THIS AGREEMENT, made and entered into this date by and between
85 South, LLC

whose address is 4600 Wedgewood Blvd, Suite A
Frederick, MD 21703-7167

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 establish the lease effective date, annual rent, and the balance of the unused tenant improvement allowance that may be utilized by the Government at a later date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2010 as follows:

- A. Paragraph 2 of the Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:
" 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 and continuing through June 30, 2016 , subject to termination and renewal rights as may be hereinafter set forth."
- B. Paragraph 3 of the Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:
"1. Effective July 1, 2010, the Government shall pay the Lessor annual rent of \$1,172,459.04, plus accrued escalations, for years one through six of the lease (annual shell rent: \$889,999.20, annual operating cost base rent: \$282,459.84;

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
85 South, LLC
4600 Wedgewood Blvd, Suite A
Frederick, MD 21703-7167

Page 1 of 2
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 above date.

Authorized Person
(Title)

4600 Wedgewood Blvd.
Frederick, MD 21703
(Address)

POSITION DIVISION, SOUTH BRANCH

Contracting Officer
(Official Title)

- C. The Tenant Improvements allowance provided for in the lease is \$544,863.36. The Government may choose to utilize the the TI allowance of \$544,863.36 until June 30, 2012. Should the Government choose to utilize the tenant improvement funds, a subsequent Supplemental Lease Agreement shall formally order the work, establish the negotiated price, and amend the amortized Tenant Improvements portion of the rental rate accordingly. If the Government does not utilize the remaining Tenant Improvement funds, there shall be no effect on the rental rate established by this Supplemental Lease Agreement.

INITIALS: HL & EM
LESSOR GOVT