

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO.2

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DATE

JUN 29 2011

TO LEASE NO.
GS-03B-09477

ADDRESS OF PREMISES

Riverside Five
8490 Progress Drive
Frederick, Maryland 21701-4992

THIS AGREEMENT, made and entered into this date by and between **RIV FIVE, LLC**

**4600 Wedgewood Boulevard, Suite A
Frederick, Maryland 21703-7131**

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 and annual rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 24, 2011 as follows:

A. Paragraph 2 of Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 24, 2011 through June 23, 2021, subject to termination and renewal rights as may be hereinafter set forth."

B. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent of \$885,609.25 at the rate of \$73,800.77 per month in arrears, plus accrued escalations, for years 1 through 5 (Annual shell rent = \$531,311.50; Annual operating cost = \$157,015.25; Annual tenant improvements = \$189,985.75; Annual building specific security = \$7,296.75).

The Government shall pay the Lessor annual rent of \$777,239.00 at the rate of \$64,769.92 per month in arrears, plus accrued escalations, for years 6 through 10 (Annual shell rent = \$620,223.75; Annual operating costs = \$157,015.25).

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: RIV FIVE LLC, [REDACTED]

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

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

LESSOR: **RIV FIVE, LLC**

BY

(Signature) (Title)

Mark C. Matan
Authorized Person

IN PRESENCE OF (witnessed by):

(Signature) (Title)

UNITED STATES OF AMERICA

BY

(Signature) (Official title)

Contracting Officer, GSA

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C. The cost for tenant improvements is \$1,082,403.79. The amount of \$785,424.00 shall be amortized into the rent over 60 months at an interest rate of 7.75%. The remaining cost of \$296,979.79 will be paid to the Lessor in a lump sum payment. The remittance address for the payment of the lump sum invoice is RIV FIVE LLC, 4600 Wedgewood Boulevard, Suite A, Frederick, Maryland 21703-7131.

D. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

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

- OR -

a properly executed original invoice shall be forwarded to:

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 Contracting Officer at:

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

For an invoice to be considered proper, it must:

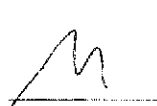

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number(s) (PDN) specified on SLA 1,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will 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 force and effect.

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

Initials:

 & 
Lessor Gov't