

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

SUPPLEMENTAL AGREEMENT
NO.1

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DATE

MAY 05 2011

TO LEASE NO.
GS-03B-09477

PDN# PS0020262

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 issue the Notice to Proceed (NTP) for the construction of the Tenant Improvements and provide for a lump sum payment for the Tenant Improvements allowance overage for the Government.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 29, 2011 as follows:

A. RIV FIVE, LLC is hereby authorized to begin construction of the Tenant Improvements for the Government in the agreed upon amount of \$1,082,403.79 in accordance with all Lease requirements, the Lessor's final proposal dated April 27, 2011, the Design Intent Drawings, and the Construction Drawings. Tenant Improvements in the amount of \$785,424.00 will be amortized at the rate of 7.75% over the term of five years. The Government will pay a one-time lump sum payment upon completion and acceptance of the improvements in the amount of \$296,979.79.

B. The Lessor shall complete all alterations, improvements, and repairs required by this Supplemental Lease Agreement (SLA) and deliver the space alterations within ninety (90) working days of the issuance of NTP, dated April 28, 2011.

C. Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

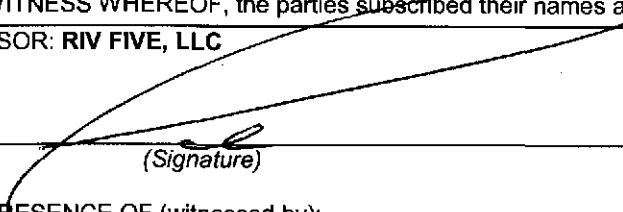
<http://www.finance.gsa.gov>

- OR -

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

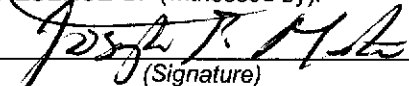
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: RIV FIVE, LLC

BY 
(Signature)

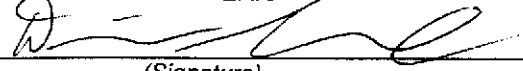
Mark L. Matan, Authorized Person
(Title)

IN PRESENCE OF (witnessed by):


(Signature)

(Title)

UNITED STATES OF AMERICA

BY 
(Signature)

Contracting Officer, GSA
(Official title)

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TO LEASE NO. GS-03B-09477

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 this form,
- ◆ 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