

3/1/11

TO LEASE NO.

GS-03B-08338

ADDRESS OF PREMISE Alco Towers
 217 Glenn St.
 Cumberland, MD 21502-2460

Pegasys Document Number (PDN)

THIS AGREEMENT, made and entered into this date by and between
Glenn Street Properties, LLC

whose address is 217 Glenn Street, Suite 200
 Cumberland, MD 21502-2460

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 square footage, establish the lease term, establish the annual rent, and establish the rental rate for the lease term.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 13, 2010 as follows:

A. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"1. The Lessor hereby leases to the Government the following described premises:

6,750 ANSI/BOMA office area square feet (ABOA) of office and related space (7,500 Rentable Square Feet (RSF)) on the 1st floor located at 217 Glenn Street, Cumberland, MD, 21502-2460.

to be used for such purposes as determined by the General Services Administration."

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

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 13, 2010 through December 12, 2020, subject to termination and renewal rights as may be hereinafter set forth."

C. Paragraph 3 of Standard Form 2 as amended by Supplemental Lease Agreement Number 1 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent of \$228,280.03 at the rate of \$19,023.34 per month in arrears. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to :

"Glenn Street Properties LLC
217 Glenn Street, Suite 200
Cumberland, MD 21502
Attn: Larry Jackson "

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.

LESSOR

BY

[Redacted Signature]

Managing Partner
(Title)

[Redacted Signature]

(Signature)

[Redacted Address]

(Address)

UNITED STATES OF AMERICA

General Services Administration, PBS, South Branch

BY

[Redacted Signature]

Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT

No. 3

Page 2 of 3

**TO LEASE NO.
GS-03B-08338**

D. Paragraph 13 of the Rider to Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 90 calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 10 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.6 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 26 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 5: Total Rate: \$228,280.03 annually at an approximate rate of \$33.82 per ANSI/BOMA office area square foot (ABOA) or approximately \$30.44 per Rentable Square Feet (RSF)

Shell Rent: \$112,500.00 annually at an approximate rate of \$16.67 per ABOA (\$15.00 per RSF)

Amortized annual cost per BOAF for Tenant Alteration Allowance*: \$62,780.03 annually at an approximate rate of \$9.30 per ABOA (\$8.37 per RSF)

Interest rate at which Tenant Alterations are amortized: 7.0%

Annual Cost of Services: \$53,000.00 annually at an approximate rate of \$7.85 per ABOA (\$7.07 per RSF)

Years 6 through 10: Total Rate: \$188,000.00 annually at an approximate rate of \$27.85 per ABOA (\$25.07 per RSF)

Shell Rent: \$135,000.00 annually at an approximate rate of \$20.00 per ABOA (\$18.00 per RSF)

Amortized annual cost per BOAF for Tenant Alteration Allowance: \$0.00 per ABOA

Annual Cost of Services: \$53,000.00 annually at an approximate rate of \$7.85 per ABOA (\$7.07 per RSF)

*The parties hereby agree that the actual amount of tenant improvements to be amortized is \$264,209.70 or approximately \$39.14 per ANSI/BOMA Office Area Square Foot. The cost of the construction and installation of improvements to the lease 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 approximate rate of \$9.30/ABOA for Tenant Improvements reflects the total cost of \$264,209.70 fully amortized at an interest rate of 7.0% over the firm term of the lease, or the first five (5) years of the lease commencing on December 13, 2010.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

All other terms and conditions of the lease shall remain in force and effect.

Initials: YH & JN
Lessor Gov't