

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 5	
LEASE AMENDMENT		TO LEASE NO. GS-03B-10302	
ADDRESS OF PREMISES 4440 Buckeystown Pike Frederick, Maryland 21704-7542		AND	4510 Buckeystown Pike Frederick, Maryland 21704-7537

THIS AGREEMENT, made and entered into this date by and between

85 South, LLC

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

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 accept and commence rent on the expansion space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2012, as follows:

- A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
- B. This Lease Amendment reflects an expansion of 30,000 rentable square feet (RSF), yielding 29,753 ANSI/BOMA Office Area Square Feet (ABOA SF), to the area leased by the Government, and an additional 25 surface parking spaces available for the Government's use under the Lease. As a result of the expansion to the leased premises, the area lease by the Government is increasing from 84,261 RSF (83,568 ABOA SF) to 114,261 RSF (113,321 ABOA SF). The number of parking spaces available for the Government's use under the Lease is increasing from 40 surface parking spaces to 65 surface parking spaces.

This Lease Amendment contains 2 pages.

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

IN WITNESS WHEREOF, the parties have signed and affixed their seals on the below date.

FOR THE LESSOR AND FOR THE GOVERNMENT

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: Lease Contracting Officer
Entity Name: _____	Entity Name: GSA, PBS, Real Estate Acquisition Division
Date: _____	Date: 11/1/2012

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Director of Leasing
Date: 11/1/12

C. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in its entirety, and the following text is inserted in lieu thereof:

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

A total of 114,261 Rentable square feet (RSF) yielding approximately 113,321 ANSI/BOMA Office Area square feet (ABOA SF), and a total of 65 free surface parking spaces, derived as follows:

- A total of 84,261 RSF, yielding 83,568 ABOA SF, consisting of 79,561 RSF (78,907 ABOA SF) of warehouse and related space and 4,700 RSF (4,661 ABOA SF) of office and related space at the Wedgewood South Building 2, located at 4440 Buckeystown Pike. Also included are 40 free surface parking spaces.
- A total of 30,000 RSF, yielding 29,753 ABOA SF, consisting of 25,000 RSF (24,794 ABOA SF) of warehouse and related space and 5,000 RSF (4,959 ABOA SF) of office and related space at the Wedgewood South Building 1, located at 4510 Buckeystown Pike. Also included are 25 free surface parking spaces."

D. 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:

"3. Effective October 1, 2012, and continuing for the term of the Lease, the Government shall pay the lessor annual rent in accordance with the following schedule:

Total Annual Rent: **\$1,611,744.50 (at a rate of \$134,312.04 per month)**
 Shell Rent: \$1,206,871.50 (\$10.56 per RSF)
 Operating Rent: \$404,873.00 (\$3.54 per RSF), subject to accrued escalations
 Amortized TI: \$0.00

Rent shall be paid in arrears. 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

Annual rent paid by the Government shall be subject to real estate tax adjustments and accrued CPI operating cost adjustments as set forth in the Lease."



E. Paragraph 10 of the Rider of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"10. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in 4440 Buckeystown Pike (84,261 RSF) and 20.00% of the total space available in 4510 Buckeystown Pike (30,000RSF/150,000RSF). This represents 36.42% of the Real Estate tax bill for Parcel 01-038877, and 36.42% will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause."

F. Effective October 1, 2012, Paragraph 11 of the Rider of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$3.57 (rounded) per ANSI/BOMA Office Area (ABOA) square foot is acceptable (\$404,873/113,321.00ABOA SF). This figure includes the Government's pro-rata share of operating costs."

The space, as expanded, will have a new common base year. The new base year for operating costs escalations will be 2012. The next operating cost escalation will be effective 2013 as described in the "Operating Costs" clause of the lease contract. The base rate for the Lease (for space in both units) for purposes of Operating Cost Adjustments is \$404,873.00 (\$3.57 per ABOA SF). The lessor and Government agree that the establishment of a new based year for operating costs shall have no effect on operating rent or operating rent adjustments prior to the effective date of this Lease Amendment.

INITIALS:  & 
 LESSOR & GOV'T