

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 2
	TO LEASE NO. GS-03B-11329
ADDRESS OF PREMISE Gateway West 125 Airport Drive Westminster, MD 21157-3056	PDN Number PS0024414

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

whose address is: **Airpark Square, LLC**
c/o Ruppert Properties, LLC
23601 Laytonsville Rd.
Laytonsville, MD 20882-2525

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 Notice to Proceed for the construction of the Tenant Improvements and provide for lump sum payment of the Tenant Improvement Allowance overage.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution of this Lease Amendment by the Government as follows:

- A. The use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now be hereby construed to mean "Lease Amendment".
- B. This Lease Amendment serves as Notice to Proceed (NTP) for the Tenant Improvements (TI) construction in the amount of \$343,202.58 in accordance with all Lease Requirements, the Design Intent Drawings (DIDs) and Construction Drawings.


The Tenant Improvement cost is \$343,202.58, of which \$225,342.00 shall be amortized in the rent over the firm term of five (5) years at an interest rate of seven (7%), and \$117,860.58 shall be paid to the Lessor via a one-time lump sum payment, upon inspection and acceptance of the space by the Government. The Lessor shall deliver the space ready for Government occupancy within 60 calendar days from issuance of this Notice to Proceed.

This Lease Amendment contains two (2) pages.


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 below date.

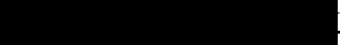
FOR THE LESSOR:

Signature: 
Name: WILLIAM C. MESSNER
Title: MANAGING MEMBER
Entity Name: Airpark Square, LLC
Date: 9/11/12

FOR THE GOVERNMENT:

Signature: 
Name: Jean Stan Forcinito
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: SEP 13 2012

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: DEAN C. KASCO
Title: CONSTRUCTION & DEVELOPMENT MGR
Date: 9/11/12

- C. Upon completion of the work, the Lessor shall contact the Lease Contracting Officer for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice in the amount of \$117,860.58 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 Lease Contracting Officer at:

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

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this Lease Amendment,
- ◆ Reference the Pegasys Document Number (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 in the amount of \$117,860.58 shall 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.

INITIALS:

WCM
LESSOR

&

JST
GOVT