

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. GS-03B-12028

PDN Number: PS0024471

ADDRESS OF PREMISES Ballenger Creek Center  
321 Ballenger Center Drive  
Suite 212  
Frederick, Maryland 21703-4565

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

whose address is Cross-Frederick Associates, LLC  
c/o Cross and Company  
5301 Buckeystown Pike  
Frederick, Maryland 21704-8302

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, of which a portion shall be amortized in the rent and a portion shall be paid lump sum, and to provide invoicing instructions for the work to be paid lump sum.

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. 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 serves as Notice to Proceed (NTP) for the Tenant Improvements (TI) construction in the amount of \$175,069.79, in accordance with all Lease Requirements, the Design Intent Drawings (DIDs) and Construction Drawings.

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:

FOR THE GOVERNMENT:

Signature: [Redacted]  
Name: DANIEL L. CROSS  
Title: MANAGING MEMBER  
Entity Name: Cross-Frederick Associates, LLC, c/o Cross  
and Company  
Date: 11 SEPT 2012

Signature: [Redacted]  
Name: Jean Starr Forcinito  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: SEP 12 2012

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]  
Name: SUZANNE S. CROSS  
Title: OFFICER, CROSS CO, LLC  
Date: 11 SEPT 2012

**SUPPLEMENTAL LEASE AMENDMENT**

No. 1

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TO LEASE GS-03B-12028

The Tenant Improvement cost is \$175,089.79, of which \$138,441.94 shall be amortized in the rent over the firm term of five (5) years at an interest rate of six (6%) percent, and \$36,627.85 shall be paid to the Lessor via a one-time lump sum payment from the Government, upon inspection and acceptance of the space by the Government. The Lessor shall deliver the space ready for Government occupancy within sixty (60) calendar days from issuance of this Notice to Proceed.

- 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 \$36,627.85 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 Forcinio

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ 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 \$36,627.85 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:

  
Lessor

&   
Gov't

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