GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-03B-09461 LEASE AMENDMENT ADDRESS OF PREMISE Enterchange at Meadowville 2101 Bermuda Hundred Road Chester, Virginia 23836-3200

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

Meadowville LP

whose address is:

One East Pratt Street 5th Floor East, C3-C411-5C Baltimore, MD 21202-1128

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 commencement date for an additional 89,274 Rentable square feet of expansion warehouse space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 20, 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. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

 "1. The Lessor hereby leases to the Government the following described premises: A total of 220,448 ANSI/BOMA Office Area square feet (228,108 rentable square feet) of office and warehouse space located at the Enterchange at Meadowville, 2101 Bermuda Hundred Road in Chester, Virginia 23836-3200. Included in the rent at no additional cost to the Government are 30 reserved, secure parking spaces for exclusive use of Government employees and patrons. To be used for such purpose as may be determined by the

This Lease Amendment contains 2 pages.

General Services Administration."

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the below date.

FOR THE LE	SSOR: Meadownile LP	FOR THE GOVERNMENT:
Signature:		Signature:
Name:	Vice President/Assistant Secreta	- · · · · · · · · · · · · · · · · · · ·
Title:		
Entity Name:		Title: Lease Contracting Officer GSA, Public Buildings Service, Real Estate Acquisition Division
Date:	12/19/12	DEC 2 0 2012
WITNESSED	FOR THE LESSOR RV	
Signature:		
Name:	clemate on merty, Ir.	
Title:		
Date:	12/19/12	

C. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"3. For the period effective September 20, 2012 through November 30, 2015, the Government shall pay the Lessor annual rent of \$1,444,741.73, plus all accrued escalations per Paragraph 4.3 Operating Costs. (Annual shell rent: \$869,091.48; Annual Operating Rent: \$437,714.44; Annual Tenant Improvements: \$137,935.81).

For the period beginning December 1, 2015 through November 30, 2020, the Government shall pay the Lessor annual rent of \$1,475,605.84, plus all accrued escalations per Paragraph 4.3 Operating Costs. (Annual shell rent: \$1,037,891.40; Annual Operating Rent: \$437,714.44). Rent for a lesser period shall be pro-rated. Rent checks shall be made payable to: Meadowville LP, c/o Morton G. Thalhimer, Inc., 11100 W. Broad Street, P.O. Box 5160 (23058-5160), Glen Allen, VA 23060-5183."

D. Paragraph 10 of the Rider to the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"10. The total percentage of space occupied by the Government under the terms of the Lease is equal to 100% of the total space available in the Lessor's building, and 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. The percentage of occupancy is derived by dividing the total Government space of 228,108 rentable square feet by the total building space of 228,109 rentable square feet."

E. Paragraph 12 of the Rider to the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"12. For the purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the new cost of services figure shall be \$437,714.44. The new base year for Operating Cost Escalation is 2011. The next Operating Cost Escalation is due December 1, 2012."

INITIALS: LESSOR & GOV'T

Lease Amendment Form 07/12