**General Services Administration**

**Public Building Services**

**Supplemental Lease Agreement** No. 2

**Page 1 of 2**

**To Lease No.**

**GS-03B-09305**

**Address of Premise**  
Liberty at Hunters Green II  
Suite #200  
11841 Newgate Boulevard  
Hagerstown, MD 21740-6994

**This Agreement**, made and entered into this date by and between  
Liberty Property Limited Partnership  
whose address is 500 Chesterfield Pkwy  
Malvern, PA 19355-8707

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 Tenant Improvement build out Change Orders #1-9; to amortize these costs into the Tenant Improvement portion of the rent; and to change the annual rent to reflect the increase in Tenant Improvement costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that

the said Lease is amended, effective January 19, 2011, as follows:

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

A. This shall serve as official notice of acceptance of the following change orders:

- Change Order 1 – Outlet for microwave in break room
- Change Order 2 – Outlet for stencil machine by shop desk
- Change Order 3 – Caulking between slabs
- Change Order 4 – Hardware (electrical & security costs for double doors
- Change Order 5 – Bollards around toilet rooms #120, #121 and smaller office
- Change Order 6 – 38 Column Protectors
- Change Order 7 – Two sidewalks on SE corner of building
- Change Order 8 – Bollards or other projection for 3 inspector drains
- Change Order 9 – Janitorial closet

**Total TI Cost to be Added to TI Portion of the Rent with Amortization Beginning January 19, 2011:**  
$36,689.47

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.

**Les**

**By**

**In**

**United States of America**

**By**

**Sr. Vice President**

**Address**

**Contracting Officer**

**Title**

**Official Title**
B. This cost of $36,689.47 shall be amortized into the Tenant Improvement (TI) cost as of January 19, 2011. At this time, the unamortized portion of the TI will total $1,488,044.45. The unamortized TI ($1,488,044.45) and the new TI cost ($36,689.47) total $1,524,733.92. This cost will be amortized at 0.0% over 105 months. This results in a new TI rental rate of approximately $0.4355 per BOAF.

Any place in the Lease or Supplemental Lease Agreement Number 1 that reference the TI cost shall be amended to reflect the new TI rental cost of $174,255.31 per year from January 19, 2011 through October 18, 2019.

C. Paragraph 3 of the Lease as amended by Supplemental Lease Agreement Number 1 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of $2,742,031.22 at the rate of $228,502.60 per month in arrears from October 19, 2009 through January 18, 2011. The Government shall pay the Lessor annual rent of $2,753,316.36 at the rate of $229,443.03 per month in arrears from January 19, 2011 through October 18, 2019. Operating costs are subject to revision annually based on CPI adjustments. Rent for a lesser period will be prorated. Payment shall be made electronically to: Liberty Property Limited Partnership, 500 Chesterfield Parkway, Malvern, PA 19355-8707."