

**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") entered into this 18<sup>th</sup> day of June, 2013, by and between **GRANITE HEIGHTS ENTERPRISES, LLC** (hereinafter designated as the "Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter designated as the "County"); (Landlord and County, together, the "Parties").

**WITNESSETH:**

WHEREAS, the Landlord, or its predecessor, and County entered into a Lease Agreement dated October 26, 2007 (the "Lease") for improved real property with an address of 14935A & 14935B Southlawn Lane, Rockville, Maryland 20850, containing a total of 118,249 gross square feet of building warehouse and office space (the "Property"); and

WHEREAS, the prior owners, F.D.R. Srouer Partnership and its individual partners, transferred ownership of the Property to Granite Heights Enterprises, LLC, pursuant to a deed dated August 29, 2012 and recorded in the Land Records of Montgomery County, Maryland at liber 45227, folio 466; and

WHEREAS, the Lease was amended on February 15, 2013, whereby the Term of the Lease was extended through October 27, 2017 (the "First Amendment"); and

WHEREAS, the Parties desire to amend the Lease to extend the Term for another 10 years, and to adjust the annual rent during said extension term, to amend the terms of the Purchase Option and to delineate the terms of the tenant improvement project; and

WHEREAS, a copy of the Lease and First Amendment are attached hereto and made a part hereof, and all other terms and conditions of the Lease and First Amendment will remain in full force and effect except as modified herein.

NOW THEREFORE, the Parties desire to modify the terms of the Lease as set forth herein.

1. TERM EXTENSION: The term of this Lease extension shall be ten (10) years to commence on October 28, 2017 and terminate on October 28, 2027.

2. RENTAL ADJUSTMENTS: It is agreed by the Parties that six (6) months prior to the end of Lease Year 10, the Parties shall negotiate in good faith the annual rent schedule for lease years 11 through 20. The annual base rent for lease years 11 through 20 shall be mutually agreed upon by the Parties based on the then prevailing rental rates for similar warehouse properties in the North Rockville, Maryland real estate sub-market.

3. CAPITAL IMPROVEMENTS: The Parties agree that the Landlord is obligated to contract with Nardi Construction to perform capital improvements and construction work on and in the Property to provide tenant improvements as shown on Exhibit "A", Concept plan. The final approved permit drawings shall be signed and dated by Montgomery County Police Department and the Montgomery County Department of Fire Rescue Services. The Parties agree that the Landlord shall instruct Nardi Construction to solicit bids for trade work sub- contracted as second tier to the Landlord's contract with Nardi Construction. The Landlord agrees to allow the County to review competitive bids and assist in selecting competitive sub contractual trade work. The Parties will mutually agree upon the selection of all sub- contracted work performed under the contract between the Landlord and Nardi Construction. The Parties further agree that if future capital

improvements to the Property are required by the County the Landlord shall provide the improvements to the Premises using the same methodology applied in this Second Amendment , provided the Landlord is able to enter into a contract with Nardi Construction or another willing contractor. Landlord shall not be responsible for any delays in the construction work, unless resulting directly from Landlord's own actions or inaction.

The County is funded and obligated to pay for work contracted by the Landlord up to a maximum cost, not to exceed the amount of \$4,080,000.00 (Four Million Eighty-Thousand Dollars). All work completed shall be approved and accepted by the County prior to being issued invoices by the Landlord for work under the contract with Nardi Construction. All invoices from the Landlord for construction work shall be payable upon receipt and will include only accepted work to date. All costs for the approved permit drawings, construction and related fit out work shall be billed by the Landlord as additional rent paid under the Lease. The Landlord agrees to bill the County a maximum processing fee, not to exceed the amount of \$500.00 (Five Hundred Dollars) for each invoice issued, based on the number of draws established in the contract between the Landlord and Nardi Construction. The County shall pay each bill within twenty (20) days of receipt. Thereafter, interest will accrue at the rate of six percent (6%) per annum.

4. PURCHASE OPTION:

A. At any time after January 1, 2026 and until the expiration of the term of the Lease or any extensions thereof, the County shall have the option, subject to the appropriation of funds to purchase the Property (the "Purchase Option") by sending written notice to the Landlord stating the County's intent to exercise its Purchase Option, not less

than two hundred seventy (270) days prior to the date on which the County intends to close on the purchase of the Property. Upon notification to the Landlord of the County's intent to exercise its Purchase Option the Parties will attempt to negotiate a purchase price.

In the event that the Landlord and County are unable to agree on a purchase price through negotiations, within a period of one hundred eighty (180) days following the County's notice to the Landlord, then the purchase price shall be established by means of independent commercial appraisals of the Property. In order to establish the purchase price, the Landlord and County shall each select and pay for the services of a certified, licensed real estate appraiser, each of whom shall be instructed to value the Property for general warehouse use as a warm, lit shell space and should not include the value of any equipment or fixtures that the County has installed in connection with its use and operation of the Property.

If the two appraisals are less than Five Hundred Thousand Dollars (\$500,000) apart, the average of the appraisals shall constitute the purchase price. If the two appraisals are more than One Million Dollars (\$1,000,000) apart, the two appraisers so selected shall agree on the selection of a third independent, certified, licensed real estate appraiser, the cost of which shall be equally shared between Landlord and the County, and who shall receive the same instructions to appraise the Property. Where a third appraiser is involved, the purchase price shall be the average of the two closest values reported by the three appraisers. If the County exercises its option to purchase the Property in accordance with the terms of the Second Amendment, the conveyance of the Property by the Landlord to the County shall be on an "as is" basis.

B. In the event of the County's exercise of the Purchase Option, the Parties agree as follows:

(i) A reasonable time shall be allowed for examination of the title by the County; thereafter settlement is to be made promptly by both Parties. Title is to be good and marketable. If title is satisfactory, the County shall prepare and furnish a deed to be promptly executed and delivered by Landlord to the County upon its tender of the purchase funds. The Property is to be conveyed by special warranty deed, in fee simple (except easements), free and clear of all liens and encumbrances; subject only to covenants, restrictions, and conditions of record which will not in any way interfere with the County's proposed use of the Property. If the title is defective, Landlord will promptly take necessary action to remedy. If title cannot be remedied, Landlord will reimburse the County the reasonable cost of the title search. The Property shall be conveyed free of notices of violations of any municipal orders or requirements, unless the County consents.

(ii) Until the date of settlement, the County shall continue to be responsible for paying rent, utilities, taxes, operating expenses and any other amounts regularly due under the Lease. Appropriate pro-rations of rent, real estate taxes, utilities and other costs shall be made among the Parties at the time of closing.

(iii) Risk of loss or damage to the Property by fire or other casualty is assumed by the Landlord until the deed is executed and tendered by Landlord to County, except as otherwise provided in the Lease.

(iv) Settlement hereunder will be at the Office of the County Attorney, 101 Monroe Street, Rockville, Maryland or other such settlement office as designated by the Office of the County Attorney. The deed and such other papers, as are required of either party by the terms

hereof, shall be considered good and sufficient tender of performance of the terms hereof.

Payment will be by County check or wire transfer on the day of settlement.

(v) The County shall be responsible for all transfer taxes. The County will pay for the preparation of the deed, recording fees, title search and all of the County's closing costs and expenses. The County will pay for the settlement agent, whom the County will select. The Landlord agrees to pay for the Landlord's closing costs and expenses and will pay any agricultural taxes due. All other closing costs shall be allocated to each party based on customary real estate transfers practices.

5. NON-APPROPRIATION: The Parties agree to delete in its entirety the language in paragraph 31 of the base Lease and replace it with the following language:

Landlord acknowledges that the County has appropriated funds only for payment of rent for the first year of the term of this Lease. Landlord further acknowledges and agrees that the County's obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the County. The term "County," as used herein, includes the County Executive, the County Council, and all County employees and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the County's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim against the County for unpaid rent which occur after the date of non-appropriation, if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on

the part of the County to appropriate funds. Landlord does not waive any claims which arise from the County's performance of its obligations under the Lease prior to the date of non-appropriation.

If the County, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated. At least 180 days before the last day of the Lease, the County shall take all appropriate steps to vacate the Property, remove its furniture, fixtures, equipment and modifications to the Property (unless Landlord consents otherwise) and restore the warehouse to its original warm, lit shell. On or before the last day of the Lease, the Landlord and County shall conduct a walk-through inspection of the Property to verify the restoration of the Property. The County shall be responsible for the reasonable costs incurred by Landlord to restore the Property to its original multiple tenant warehouse shell consistent with permit drawings dated 07/26/2005 and 07/27/2005 by SAA Architectural under County building permit numbers 352990 and 352996. The County shall pay for the restoration work at a cost up to but not to exceed \$1,540,000.00 (One Million Five Hundred Forty Thousand Dollars).

The County's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County's budget will take place each May, for the upcoming fiscal year, between the 15<sup>th</sup> and 31<sup>st</sup> of the month. The County shall give the Landlord notice, in writing, within seven (7) business days after the County makes a final decision not to appropriate funds sufficient for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay rent and will state the date by

which the County will vacate the Leased Premises. If this Lease is terminated under this section, the Landlord, in addition to waiving all claims for any damages, shall not be entitled to reimbursement of any kind, whether for the cost of unamortized build-out, fit, finishes, or for rent abatement, or other expenses incurred by Landlord under this Lease.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be properly executed.

WITNESS:

[Signature]

LANDLORD:

GRANITE HEIGHTS ENTERPRISES, LLC

By: [Signature]  
Robert Srour, Managing Member  
**PARID SROUR**  
Date: \_\_\_\_\_

WITNESS:

[Signature]

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: [Signature]  
Ramona Bell Pearson, Assistant  
Chief Administrative Officer

Date: June 18, 2013

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

By: [Signature]  
Cynthia Brenneman, Director  
Office of Real Estate

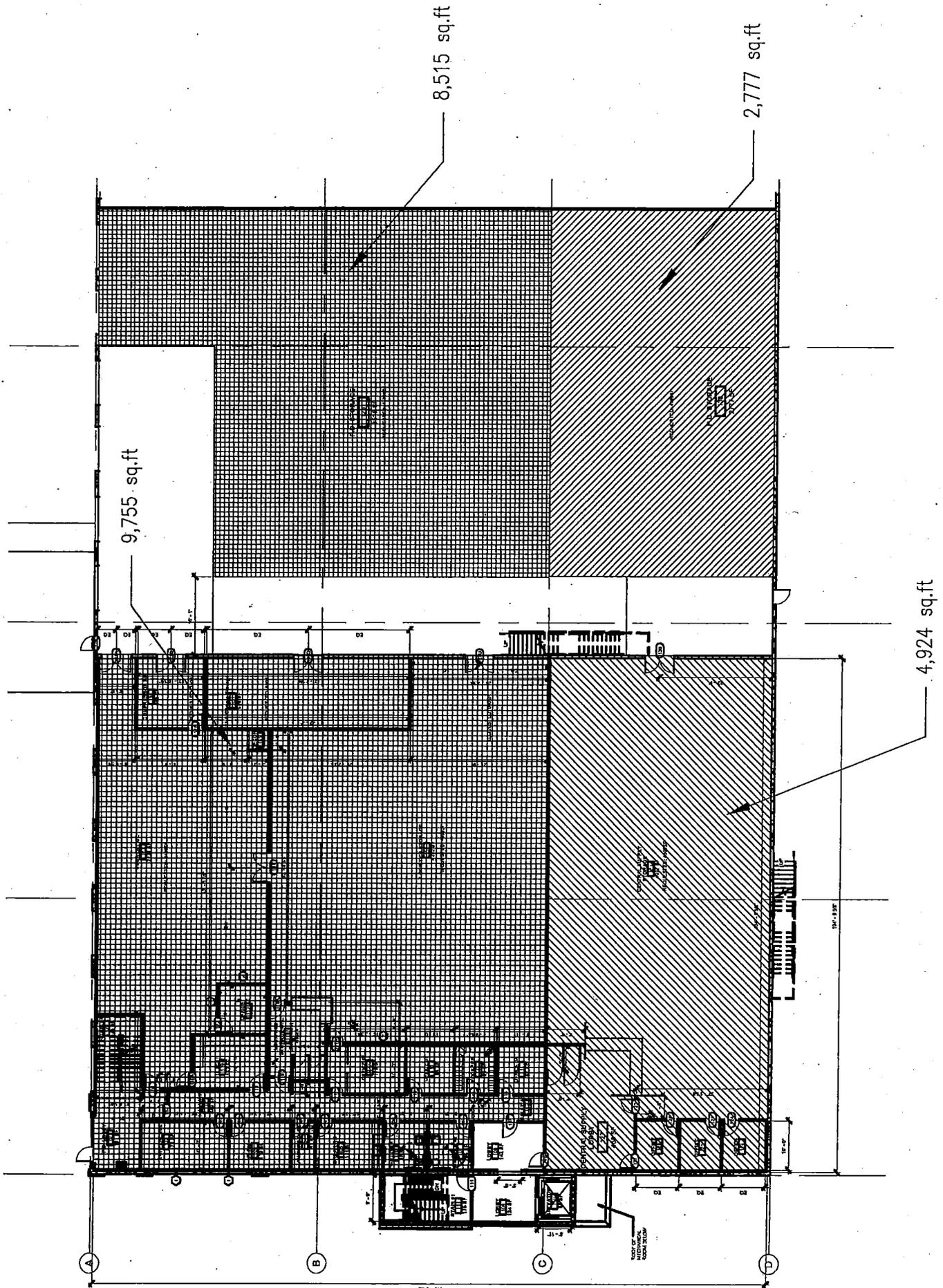
Date: 6/7/13

Date: 6/6/13





# EXHIBIT "A"



# EXHIBIT "A"



FILE NAME: MCFR / PD BUILDING A & B  
PROJECT: SOUTHLAWN - GRANITE HEIGHTS  
DATE: MARCH 18, 2013

## BUDGET RE-CAP

LOGISTICS - BUILDING B	\$	2,681,777
PD - BUILDING A		454,819
MCFR - BUILDING A		190,218
GENERATOR - BUILDING A		125,000
GENERATOR PANELS BUILDING B		42,000

CONSTRUCTION BUDGET TOTAL \$ 3,493,813

PERMIT COSTS	\$	100,000
THIRD PARTY TESTING		30,000
DESIGN		168,900

CONTINGENCY - 8% \$ 279,505

TOTAL BUDGET \$ 4,072,219

## EXCLUSIONS AND CLARIFICATIONS:

- \* MOVING, REMOVING, OR INSTALLING FURNITURE IS EXCLUDED.
- \* ALL UTILITY COMPANY APPLICATIONS AND ASSOCIATED FEES ARE NOT INCLUDED.
- \* NO TEMPORARY UTILITY COSTS ARE INCLUDED FOR THE CONSTRUCTION OF THE SPACE.
- \* WE EXCLUDE CENTER OF TILE FOR THE SPRINKLER HEADS.
- \* PAYMENT & PERFORMANCE BONDS - AVAILABLE UPON REQUEST.
- \* BUILDERS RISK INSURANCE - AVAILABLE UPON REQUEST.
- \* ALL TRADE PERMITS ARE INCLUDED.
- \* ALL WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS.
- \* ALL FINISHES INCLUDED AS ALLOWANCES.

# EXHIBIT "A"



FILE NAME:  
PROJECT:  
DATE:

SOD & ATEU BUDGET  
SOUTHLAWN - GRANITE HEIGHTS  
MARCH 18, 2013

## BUILDING A BUDGET - MCPD

PHASE	DESCRIPTION	QUANTITY	UNIT	COST	EXTENDED	PHASE TOTAL
01561	TRASH HAUL DUMPSTERS	1	EA	600.00	600	600
01710	CONSTRUCTION CLEANING AND LABOR FINAL CLEAN	17,012	SF	0.15	2,552	2,552
02050	DEMOLITION SAWCUT FLOORS FOR DECON AREA SAWCUT FLOORS FOR NEW DRAINS SAWCUT PANELS FOR NEW OHD'S CONCRETE REMOVAL DISPOSE OF DEBRIS REMOVE GLASS AT NEW OVERHEAD DOOR OPENING	180 350 1 1 1 1	LF LF EA LS LS LS	8.00 8.00 3,000.00 INCLUDED 2,000.00 1,500.00	1,440 2,800 3,000 - 2,000 1,500	10,740
02820	CHAIN LINK FENCING CHAIN LINK FENCING @ BAY7 - FULL HEIGHT DOUBLE DOOR - MAN DOOR	100 1	LF EA	65.00 1,500.00	6,500 1,500	8,000
03300	CONCRETE PLUMBING PATCH CONCRETE PAD - GENERATOR	1 1	LS LS	4,500.00 4,500.00	4,500 4,500	9,000
05500	MISC. METALS LADDER SUPPORT @ CMU WALL STEEL SUPPORT FOR NEW OVERHEAD DOOR	4 1	EA EA	1,500.00 6,000.00	6,000 6,000	12,000
06100	CARPENTRY LABOR & MATERIAL BLOCKING FOR EXHAUST FANS INSTALL DOORS, FRAMES, HARDWARE	1 4	LS EA	200.00 150.00	200 600	800
06400	MILLWORK WORK BENCH	1	LS NIC			
07500	ROOFING PITCH POCKETS B-VENT EXHAUST FANS	2 1 1	EA EA EA	350.00 500.00 1,500.00	700 500 1,500	2,700
08100	DOORS, FRAMES, HARDWARE DOORS, FRAMES, HARDWARE	4	EA	1,200.00	4,800	4,800

08360	<b>OVERHEAD DOOR</b>					10,000
	MOTOR & SAFETY DEVICES	1	LS	INCLUDED	-	
	NEW 12' X 14' OVER HEAD DOOR	1	EA	4,000.00	4,000	
	NEW 14' X 14' OVER HEAD DOOR.	1	EA	6,000.00	6,000	
08800	<b>GLAZING</b>					2,500
	WINDOW FILM	1	LS	2,500.00	2,500	
09250	<b>DRYWALL PARTITIONS</b>					8,700
	10'-0" WALLS	100	LF	60.00	6,000	
	DRYWALL CEILINGS	400	SF	5.50	2,200	
	DRYWALL ACCESS PANELS - FURNISH AND INSTALLE	2	EA	250.00	500	
09680	<b>FLOORING</b>					7,983
	VCT	350	SF	2.50	875	
	COVE BASE	486	LF	1.25	608	
	CERAMIC TILE - FLOORS & WALLS (SHOWER AREA)	1	LS	6,500.00	6,500	
09900	<b>PAINTING</b>					1,700
	DRYWALL PARTITIONS & CEILINGS	1	LS	1,500.00	1,500	
	DOORS AND FRAMES	4	EA	50.00	200	
10000	<b>MISCELLANEOUS</b>					12,000
	COLUMN PROTECTION	6	EA	1,000.00	6,000	
	WASHER / DRYER	1	LS	6,000.00	6,000	
15300	<b>FIRE PROTECTION SYSTEM</b>					2,500
	NEW SPRINKLER HEADS	1	LS	2,500.00	2,500	
	PERMIT AND DESIGN	1	LS	INCLUDED	-	
15400	<b>PLUMBING</b>					87,350
	SHOWER	1	LS	3,500.00	3,500	
	DECON AREA	1	LS	2,500.00	2,500	
	JANITOR SINK AND WATER HEATER RELOCATION	1	EA	1,000.00	1,000	
	RE-LOCATE WATER FOUNTAIN	1	LS	350.00	350	
	COLD WATER LINE - ICE MAKER	2	EA	1,500.00	3,000	
	WASHER	1	LS	INCLUDED	-	
	WATER SERVICE DISTRIBUTION	1	LS	4,000.00	4,000	
	SANITARY SERVICE DISTRIBUTION	1	LS	10,000.00	10,000	
	FIXTURE FEE'S - ALLOWANCE	1	LS	6,000.00	6,000	
	1" HOSE BIB	2	EA	5,500.00	11,000	
	CONDENSATE PIPING	1	LS	INCLUDED	-	
	OIL GRIT SEPARATOR - 500 GALLON	1	LS	15,000.00	15,000	
	TRENCH DRAINS - ZURN Z-822 W/CLASS F GRATES	200	LF	75.00	15,000	
	AIR COMPRESSOR	1	LS	7,000.00	7,000	
	AIR LINES - BLACK STEEL AIR LINES	500	LF	18.00	9,000	
15500	<b>HVAC</b>					115,600
	SHOWER EXHAUST	1	LS	3,500.00	3,500	
	DRYER EXHAUST	1	LS	INCLUDED	-	
	CONTROLS - T-STATS	1	LS	INCLUDED	-	
	DUCT SMOKE DETECTORS	1	LS	850.00	850	
	CERTIFIED AIR BALANCE	1	LS	750.00	750	
	CO2 / NO2 DETECTION SYSTEM	1	LS	18,000.00	18,000	
	EXHAUST SYSTEM	1	LS	55,000.00	55,000	
	BIG ASS FANS	2	EA	14,000.00	28,000	
	SPLIT SYSTEM - HIGH VALUE STORAGE	1	LS	9,500.00	9,500	

16400 ELECTRICAL

101,550

2'X4' PARABOLIC FIXTURES	10	EA	160.00	1,600
HI-BAY WAREHOUSE LIGHTS - CHANGE EXISTING	23	EA	500.00	11,500
BATTERY EXIT LIGHTS	1	EA	275.00	275
BATTERY EMERGENCY LIGHTS	1	EA	350.00	350
LIGHT SWITCHES	5	EA	25.00	125
PULL DOWN REELS	3	EA	600.00	1,800
DUPLEX OUTLETS	10	EA	70.00	700
QUAD OUTLETS	10	EA	150.00	1,500
POWER @ SPECIALTY EQUIPMENT	1	LS	2,500.00	2,500
DEDICATED OUTLETS - 20 amp	6	EA	1,800.00	10,800
DEDICATED OUTLETS - 50 amp	1	EA	3,000.00	3,000
SHORE LINES - 20 amp	8	EA	1,100.00	8,800
TELEPHONE DEVICE RINGS - CONDUIT 10'	10	EA	100.00	1,000
EXHAUST POWER WIRING	1	LS	3,500.00	3,500
POWER SUPPLY FOR OVERHEAD DOOR MOTOR	6	EA	850.00	5,100
POWER FEED - DRYER	1	LS	1,500.00	1,500
RE-WORK EXISTING CIRCUITS	1	LS	3,000.00	3,000
PANELS AND TRANSFORMER	1	LS	30,000.00	30,000
SUB PANEL	1	LS	INCLUDED	-
TIE-IN DUCT DETECTORS	1	LS	INCLUDED	-
FIRE ALARM DEVICES	1	LS	5,000.00	5,000
PROGRAM FIRE ALARM / PERMIT / DRAWINGS	1	LS	INCLUDED	-
EMPTY CONDUIT FOR SECURITY AND DATA	1	LS	8,000.00	8,000
POWER FEED - BIG ASS FANS	2	EA	750.00	1,500
GENERATOR - 100 kw	1	LS	NIC	-
TEST FUEL FOR GENERATOR	250	GL	NIC	-

16481 SECURITY

BUILDING SECURITY SYSTEM / PHONE / DATA	1	LS	NOT INCLUDED	-
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401,074      401,074

CONSTRUCTION BUDGET	401,074
GENERAL CONDITIONS	28,000
SUBTOTAL	429,074
BUILDER'S FEE	25,744
SUBTOTAL	<u>\$ 454,819</u>
OWNERS CONTINGENCY	-

# EXHIBIT "A"



FILE NAME: MCPD & MCFR BUILDING B - LOGISTICS  
 PROJECT: SOUTHLAWN - GRANITE HEIGHTS  
 DATE: MARCH 18, 2013

OFFICE SF - 42,240

## LOGISTICS BUDGET MCPD & MCFR - BUILDING B

PHASE	DESCRIPTION	QUANTITY	UNIT	COST	EXTENDED	PHASE TOTAL	COST PER SF
01561	TRASH HAUL DUMPSTERS	15	EA	600.00	9,000	9,000	\$ 0.21
01710	CONSTRUCTION CLEANING AND LABOR					9,653	\$ 0.23
	DAILY LABOR	4	WK	600.00	2,400		
	FINAL CLEAN - OFFICE AREA	27,027	SF	0.20	5,405		
	FINAL CLEAN - WAREHOUSE	12,320	SF	0.15	1,848		
02050	DEMOLITION					7,850	\$ 0.19
	SAW CUT FOR KITCHEN & BATHROOM	200	LF	8.00	1,600		
	CONCRETE REMOVAL	1	LS	500.00	500		
	DEMO EXISTING OFFICE AREA	1	LS	2,500.00	2,500		
	DISPOSE OF DEBRIS	1	LS	1,000.00	1,000		
	REMOVE EXISTING SIDEWALK FOR NEW ENTRANCE	1	LS	2,250.00	2,250		
02820	CHAIN LINK FENCE					19,575	\$ 0.46
	CHAIN LINK FENCE - 12'-0" - BASE PLATE ON FLOOR	243	LF	25.00	6,075		
	SLIDING 10'-0" GATE - MANUAL	2	EA	4,500.00	9,000		
	MAN DOOR - DOUBLE	3	EA	1,500.00	4,500		
03300	CONCRETE					109,500	\$ 2.59
	PLUMBING PATCH	1	LS	5,000.00	5,000		
	RECESSED ELEVATOR PIT AREA	1	LS	7,500.00	7,500		
	FOUNDATION MODIFICATION FOR NEW COLUMNS	20	EA	4,000.00	80,000		
	NEW SIDEWALK / CURB @ NEW ENTRANCE DOOR	1	LS	8,500.00	8,500		
	ADD SIDEWALK @ NEW REAR STAIR	1	LS	INCLUDED	-		
	FOUNDATIONS - EXTERIOR ADDITION	1	LS	8,500.00	8,500		
05500	MISC. METALS					459,180	\$ 10.87
	RTU SUPPORT ANGLES	6	EA	2,250.00	13,500		
	STAIRS & HANDRAILS	4	EA	INCLUDED	-		
	NEW MEZZANINE - STRUCTURAL STEEL	14,560	SF	16.00	232,960		
	DECK - COMPOSITE FIRE RATED	14,560	SF	7.00	101,920		
	INSTALLATION	14,560	SF	5.00	72,800		
	FREIGHT	1	LS	15,000.00	15,000		
	CALC / STAMPED DRAWINGS	1	LS	5,000.00	5,000		
	NEW ELEVATOR - SILLS, HOIST BEAM, FRAMING	1	LS	10,000.00	10,000		
	MISC. STRUCTURAL @ EXTERIOR - FRONT ENTRANCE	1	LS	8,000.00	8,000		
06100	CARPENTRY LABOR & MATERIAL					26,550	\$ 0.63
	CUT ROOF DECK FOR RTU	6	EA	750.00	4,500		
	BLOCKING FOR RTU'S	6	EA	350.00	2,100		
	BLOCKING FOR EXHAUST FANS	1	LS	2,500.00	2,500		
	BLOCKING FOR MILLWORK & TV'S	1	LS	2,500.00	2,500		
	INSTALL DOORS, FRAMES, HARDWARE	83	EA	150.00	12,450		
	INSTALL BATHROOM ACCESSORIES	1	LS	2,000.00	2,000		

	PEG BOARD -SCBA	1	LS	500.00	500		
06400	<b>MILLWORK</b>					67,200	\$ 1.59
	UPPER & LOWER CABINETS IN BREAK ROOM 220	14	LF	400.00	5,600		
	RECEPTION DESK - 2ND FLOOR	1	LS	NIC	-		
	PRINTER AREA - 2ND FLOOR	9	LF	300.00	2,700		
	SHELVING - MISC. CLOSETS	1	LS	5,000.00	5,000		
	OPERATION - 217	1	LS	NIC	-		
	LOWER CAB & TOP POLICE - ROOM 249	40	LF	500.00	20,000		
	BATHROOM COUNTER TOPS	24	LF	400.00	9,600		
	UPPER & LOWER CABINETS IN BREAK ROOM 105	10	LF	400.00	4,000		
	PRINTER AREA - 1ST FLOOR	9	LF	300.00	2,700		
	LOWER CAB & TOP MCFR - ROOM 118	21	LF	500.00	10,500		
	FIT TEST WORK STATIONS	3	EA	1,000.00	3,000		
	RE-LOCATE WORK BENCH - SCBA	1	LS	500.00	500		
	FABRICATE ADDITIONAL WORK BENCH - SCBA	9	LF	400.00	3,600		
07200	<b>E.F.I.S</b>					20,700	\$ 0.49
	EXTERIOR WALLS	2,300	SF	9.00	20,700		
07500	<b>ROOFING</b>					26,600	\$ 0.63
	ROOF CURBS	6	EA	1,800.00	10,800		
	PITCH POCKETS	8	EA	350.00	2,800		
	B-VENT	6	EA	500.00	3,000		
	EXHAUST FANS	4	EA	1,500.00	6,000		
	GAS	6	EA	250.00	1,500		
	NEW ROOF FLASHING @ ADDITION	1	LS	2,500.00	2,500		
08100	<b>DOORS,FRAMES,HARDWARE</b>					73,500	\$ 1.74
	DOORS,FRAMES,HARDWARE - SINGLE DOORS	71	EA	600.00	42,600		
	DOORS,FRAMES,HARDWARE - DOUBLE DOORS	6	EA	1,400.00	8,400		
	ELECTRIC STRIKES WITH CONDUIT	10	EA	1,500.00	15,000		
	INTERIOR WINDOWS - HOLLOW METAL FRAMES	5	EA	500.00	2,500		
	SPECIALTY HARDWARE	1	LS	5,000.00	5,000		
08800	<b>GLAZING</b>					9,850	\$ 0.23
	INTERIOR VESTIBULE - 2ND FLOOR (BALLISTIC FILM)	1	LS	4,500.00	4,500		
	GLASS FOR INTERIOR WINDOWS	5	EA	200.00	1,000		
	NEW ENTRANCE DOOR - RELOCATE FROM BUILDING	1	LS	3,500.00	3,500		
	RE-LOCATE EXISTING STOREFRONT DOOR	1	LS	850.00	850		
09250	<b>DRYWALL PARTITIONS</b>					193,958	\$ 4.59
	T-1 SEPARATION WALL - 14'-0"	1,110	LF	75.00	83,250		
	T-2 - PERIMETER OFFICE WALL	684	LF	28.00	19,152		
	T-3 UNDER GRID PARTITION	1,518	LF	42.00	63,756		
	DRYWALL ACCESS PANELS - FURNISH AND INSTALL	10	EA	280.00	2,800		
	EXTERIOR FRAMING	150	LF	150.00	22,500		
	MAN LIFT	1	LS	2,500.00	2,500		
09300	<b>CERAMIC TILE</b>					43,335	\$ 1.03
	CERAMIC TILE WALLS - 5'-0" AFF	2,795	SF	9.00	25,155		
	CERAMIC TILE FLOORS	1,040	SF	12.00	12,480		
	ENTRY VESTIBULE AREA	380	SF	15.00	5,700		
09510	<b>ACOUSTIC CEILINGS</b>					72,000	\$ 1.70
	2' X 4' ACOUSTIC TILE AND GRID	18,000	SF	4.00	72,000		
09680	<b>FLOORING</b>					65,246	\$ 1.54
	CARPET	1,604	SF	20.00	32,080		
	VCT	2,931	SF	3.00	8,793		
	COVE BASE	5,544	LF	1.20	6,653		
	ENTRANCE MAT	1	EA	3,000.00	3,000		
	FLOOR PREP	1	LS	5,330.00	5,330		
	EXPOSED CONCRETE FLOORS - 1st floor - ashford seal	23,476	SF	0.40	9,390		

09900	<b>PAINTING</b>					38,262	\$ 0.91
	T-1 SEPARATION WALL - FULL HEIGHT	31,024	SF	0.50	15,512		
	T-2 - PERIMETER OFFICE WALL	6,840	SF	0.50	3,420		
	T-3 UNDER GRID PARTITION	30,360	SF	0.50	15,180		
	CONCRETE WALLS - EXPOSED NO PAINT	1	LS	NIC	-		
	DOORS AND FRAMES	83	EA	50.00	4,150		
10400	<b>AWNING &amp; CANOPIES</b>					5,000	\$ 0.12
	EXTERIOR CANOPY @ EXTERIOR STAIR	1	LS	5,000.00	5,000		
10500	<b>LOCKERS</b>					89,800	\$ 2.13
	LOCKERS - 30" WIDE - SPACE SAVER - PD	50	EA	1,700.00	85,000		
	LOCKERS - MCFR	12	EA	400.00	4,800		
10520	<b>FIRE EXTINGUISHERS</b>					1,350	\$ 0.03
	RECESSED FIRE EXTINGUISHER CABINETS	3	EA	450.00	1,350		
10800	<b>BATHROOM ACCESSORIES</b>					5,686	\$ 0.13
	HANDICAP GRAB BARS	12	EA	45.00	540		
	MIRRORS	8	EA	85.00	680		
	SANITARY NAPKIN DISPOSAL	2	EA	25.00	50		
	PAPER TOWEL DISPENSERS	5	EA	150.00	750		
	TOILET PAPER DISPENSER	7	EA	38.00	266		
	PARTITIONS	4	EA	850.00	3,400		
11160	<b>LOADING DOCK EQUIPMENT</b>					3,550	\$ 0.08
	ADJUST EXISTING DOORS	7	EA	250.00	1,750		
	MOTOR AND SAFETY DEVICES ON DRIVE IN DOOR	1	LS	1,800.00	1,800		
11450	<b>APPLIANCES</b>					4,950	\$ 0.12
	REFRIGERATOR	2	EA	1,800.00	3,600		
	DISHWASHER	2	EA	500.00	1,000		
	MICROWAVE	1	EA	350.00	350		
14200	<b>ELEVATOR</b>					65,000	\$ 1.54
	NEW ELEVATOR - STANDARD FINISHES	1	LS	60,000.00	60,000		
	STATE OF MARYLAND INSPECTIONS	1	LS	5,000.00	5,000		
15300	<b>FIRE PROTECTION SYSTEM</b>					68,292	\$ 1.62
	NEW SPRINKLER HEADS	27,896	SF	2.00	55,792		
	PERMIT AND DESIGN	1	LS	2,500.00	2,500		
	ELEVATOR ROOM PROTECTION	1	LS	10,000.00	10,000		
15400	<b>PLUMBING</b>					130,350	\$ 3.09
	BREAK ROOM SINK	2	EA	2,500.00	5,000		
	COLD WATER LINE	2	EA	350.00	700		
	WATER AND SANITARY SERVICE DISTRIBUTION	1	LS	25,000.00	25,000		
	FIXTURE FEE'S - ALLOWANCE	1	LS	8,000.00	8,000		
	WATER HEATER	2	EA	1,800.00	3,600		
	URINAL	3	EA	2,000.00	6,000		
	LAVATORY	7	EA	2,500.00	17,500		
	WATER CLOSET	7	EA	3,500.00	24,500		
	SHOWERS - 42" BASE WITH TRIM	4	EA	3,000.00	12,000		
	GARBAGE DISPOSAL	2	EA	350.00	700		
	CONDENSATE PIPING	1	LS	INCLUDED	-		
	WATER COOLER	2	EA	3,500.00	7,000		
	EXTERIOR HOSE BIB	1	LS	1,500.00	1,500		
	AIR PIPING FOR COMPRESSOR - SCBA	1	LS	8,000.00	8,000		
	EXTERIOR HOSE BIB	1	LS	3,000.00	3,000		
	DECON AREA - MCFR	1	LS	6,000.00	6,000		
	EYE WASH STATION	1	LS	1,850.00	1,850		

15450 GAS PIPING 11,700 \$ 0.28  
 HVAC ROOF TOP EQUIPMENT 325 LF 36.00 11,700

15500 HVAC 503,000 \$ 11.91  
 RTU UNIT 125 TN 3,500.00 437,500  
 BREAK ROOM EXHAUST 1 LS 10,000.00 10,000  
 BATHROOM EXHAUST 1 LS INCLUDED -  
 CONTROLS 1 LS 15,000.00 15,000  
 DUCT SMOKE DETECTORS 1 LS 2,500.00 2,500  
 CERTIFIED AIR BALANCE 1 LS 3,000.00 3,000  
 BIG ASS FAN - WAREHOUSE AREA 1 EA 14,000.00 14,000  
 SHOP SPACE - HVAC 5 TN 3,200.00 16,000  
 RE-LOCATE EXISTING MR SLIM UNIT 1 LS INCLUDED -  
 HVAC FOR ELEVATOR MACHINE ROOM 1 LS INCLUDED -  
 EXHAUST - COMPRESSOR ROOM 1 LS 5,000.00 5,000

16400 ELECTRICAL 289,325 \$ 6.85  
 LIGHTING 1 LS 125,000.00 125,000  
 RE-LOCATE EXISTING WAREHOUSE LIGHTS 20 EA 250.00 5,000  
 BATTERY EXIT LIGHTS 15 EA 275.00 4,125  
 BATTERY EMERGENCY LIGHTS 25 EA 350.00 8,750  
 LIGHT SWITCHES 60 EA 25.00 1,500  
 DUPLEX OUTLETS 120 EA 60.00 7,200  
 QUAD OUTLETS 10 EA 150.00 1,500  
 DEDICATED OUTLETS 5 EA 350.00 1,750  
 EXTERIOR OUTLET 1 LS 500.00 500  
 TELEPHONE DEVICE RINGS 60 EA 35.00 2,100  
 POWER DISTRIBUTION SCBA 1 LS 1,500.00 1,500  
 HVAC POWER WIRING - RTU'S 4 EA 2,500.00 10,000  
 RE-WORK EXISTING CIRCUITS 1 LS 5,000.00 5,000  
 PANELS AND TRANSFORMER 1 LS 30,000.00 30,000  
 SUB PANEL 1 LS 10,000.00 10,000  
 FIRE ALARM DEVICES 1 LS 35,000.00 35,000  
 PROGRAM FIRE ALARM / PERMIT / DRAWINGS 1 LS 1,500.00 1,500  
 SERVER ROOM POWER 1 LS 2,500.00 2,500  
 EMPTY CONDUIT FOR SECURITY AND DATA 1 LS 15,000.00 15,000  
 CONDUIT FOR CARD READER / ELECTRIC STRIKES 10 EA 1,500.00 15,000  
 POWER SUPPLY FOR TV'S 6 EA 150.00 900  
 CARD READERS / PANEL / COUNTY TIE-IN 1 LS NIC -  
 ELEVATOR POWER 1 LS 5,000.00 5,000  
 GENERATOR - 500 kw 1 LS NIC -  
 TEST FUEL FOR GENERATOR 250 GL NIC -  
 PROJECTOR POWER / SUPPORT 1 LS 500.00 500

16481 SECURITY  
 BUILDING SECURITY SYSTEM / PHONE / DATA 1 LS NIC -

2,429,962 2,429,962 \$ 57.53

CONSTRUCTION BUDGET 2,429,962  
 GENERAL CONDITIONS 100,000  
 SUBTOTAL 2,529,962  
 BUILDER'S FEE 151,815  
 SUBTOTAL \$ 2,681,777  
 OWNERS CONTINGENCY -  
 COST PER SF \$ 63.49

# EXHIBIT "A"



FILE NAME: MCFR BUILDING A  
 PROJECT: SOUTHLAWN - GRANITE HEIGHTS  
 DATE: MARCH 18, 2013

## BUILDING A MODIFICATIONS - MCFR

PHASE	DESCRIPTION	QUANTITY	UNIT	COST	EXTENDED	PHASE TOTAL
01561	TRASH HAUL DUMPSTERS	1	EA	600.00	600	600
01710	CONSTRUCTION CLEANING AND LABOR FINAL CLEAN - OFFICE AREA	2,518	SF	0.25	630	630
02050	DEMOLITION SAW CUT FOR BATHROOM CONCRETE REMOVAL DISPOSE OF DEBRIS REMOVE EXISTING WALLS AND FLOOR FINISHES CUT PANEL FOR NEW MAN DOOR	190 590 1 1 1	LF SF LS LS LS	5.50 4.00 1,800.00 INCLUDED 1,800.00	1,045 2,360 1,800 - -	5,205
03300	CONCRETE PLUMBING PATCH CONCRETE PAD - GENERATOR	590 1	SF LS	8.50 4,500.00	5,015 4,500	9,515
05500	MISC. METALS RTU SUPPORT ANGLES	1	EA	2,250.00	2,250	2,250
06100	CARPENTRY LABOR & MATERIAL CUT ROOF DECK FOR RTU BLOCKING FOR RTU'S BLOCKING FOR EXHAUST FANS INSTALL DOORS, FRAMES, HARDWARE INSTALL BATHROOM ACCESSORIES	1 1 1 4 1	EA EA LS EA LS	125.00 500.00 300.00 180.00 250.00	125 500 300 720 250	1,895
06400	MILLWORK BATHROOM VANITY TOP - SHOWER AREA	5	LF	325.00	1,625	1,625
07500	ROOFING ROOF CURBS PITCH POCKETS B-VENT EXHAUST FANS GAS	1 2 1 1 1	EA EA EA EA EA	1,800.00 250.00 250.00 500.00 350.00	1,800 500 250 500 350	3,400
08100	DOORS, FRAMES, HARDWARE DOORS, FRAMES, HARDWARE	4	EA	850.00	3,400	3,400
08360	OVERHEAD DOOR NEW OVERHEAD DOOR @ A13	1	LS	4,500.00	4,500	4,500

08800	<b>GLAZING</b>						2,300
	REMOVE STOREFRONT @ DOOR A13	1	LS	800.00		800	
	NEW MAN DOOR	1	LS	1,500.00		1,500	
09250	<b>DRYWALL PARTITIONS</b>						9,000
	NEW DRYWALL PARTITIONS	200	LF	45.00		9,000	
09510	<b>ACOUSTIC CEILINGS</b>						2,000
	2' X 4' ACOUSTIC TILE AND GRID	1	LS	2,000.00		2,000	
09680	<b>FLOORING</b>						6,000
	CARPET / VCT	1	LS	6,000.00		6,000	
	COVE BASE	1	LS	INCLUDED		-	
09900	<b>PAINTING</b>						3,250
	PAINT DRYWALL PARTITIONS	1	LS	3,250.00		3,250	
	POLY MIX	1	LS	NIC		-	
10500	<b>LOCKERS</b>						4,000
	MEN'S AND WOMEN'S LOCKERS W/ BENCH	10	EA	400.00		4,000	
10800	<b>BATHROOM ACCESSORIES</b>						2,617
	HANDICAP GRAB BARS	3	EA	36.00		108	
	MIRRORS	1	EA	150.00		150	
	SANITARY NAPKIN DISPOSAL	1	EA	35.00		35	
	PAPER TOWEL DISPENSERS	2	EA	150.00		300	
	TOILET PAPER DISPENSER	2	EA	23.00		46	
	TOILET PARTITIONS	2	EA	750.00		1,500	
	URINAL SCREENS	2	EA	150.00		300	
	TRASH RECEPTACLES	1	EA	35.00		35	
	SOAP DISPENSERS	1	EA	23.00		23	
	SHOWER CURTIN	2	EA	45.00		90	
	TOWEL BARS	2	EA	15.00		30	
10400	<b>AWNING &amp; CANOPIES</b>						3,250
	MAN DOOR @ A9	1	LS	3,250.00		3,250	
15300	<b>FIRE PROTECTION SYSTEM</b>						3,500
	NEW SPRINKLER HEADS	1	LS	3,500.00		3,500	
	PERMIT AND DESIGN	1	LS	INCLUDED		-	
15400	<b>PLUMBING</b>						27,900
	WATER CLOSETS	1	EA	2,800.00		2,800	
	URINAL	1	EA	2,200.00		2,200	
	BATHROOM LAVIES	1	EA	1,800.00		1,800	
	SHOWER	2	EA	4,000.00		8,000	
	WATER SERVICE DISTRIBUTION	1	LS	6,500.00		6,500	
	WATER HEATER	1	LS	1,500.00		1,500	
	FLOOR DRAIN	1	EA	250.00		250	
	INTERIOR SANITARY MAINS	1	LS	INCLUDED		-	
	FIXTURE FEE'S - ALLOWANCE	1	LS	2,000.00		2,000	
	CONDENSATE PIPING	1	LS	INCLUDED		-	
	HVAC ROOF TOP EQUIPMENT - GAS PIPING	75	LF	38.00		2,850	
15500	<b>HVAC</b>						54,700
	RTU UNIT	18	TN	2,900.00		52,200	
	BATHROOM EXHAUST	1	LS	2,500.00		2,500	
	CONTROLS	1	LS	INCLUDED		-	
	DUCT SMOKE DETECTORS	1	LS	INCLUDED		-	
	CERTIFIED AIR BALANCE	1	LS	INCLUDED		-	

<b>16400 ELECTRICAL</b>				<b>12,914</b>
2'X4' PARABOLIC FIXTURES	20	EA	250.00	5,000
BATTERY EXIT LIGHTS	2	EA	350.00	700
BATTERY EMERGENCY LIGHTS	2	EA	350.00	700
LIGHT SWITCHES	3	EA	38.00	114
DUPLEX OUTLETS	.5	EA	150.00	750
HVAC POWER WIRING	1	EA	1,800.00	1,800
WATER HEATER POWER WIRING	1	EA	350.00	350
FIRE ALARM DEVICES - MODIFICATIONS	1	LS	3,500.00	3,500
PROGRAM FIRE ALARM / PERMIT / DRAWINGS	1	LS	INCLUDED	-
UPS	1	LS	NIC	-
GENERATOR - 250 kw	1	LS	NIC	-
TEST FUEL FOR GENERATOR	250	GL	NIC	-

<b>16481 SECURITY</b>				
BUILDING SECURITY SYSTEM / PHONE / DATA	1	LS	NOT INCLUDED	-

**164,451      164,451**

<b>CONSTRUCTION BUDGET</b>	<b>164,451</b>
<b>GENERAL CONDITIONS</b>	<b>15,000</b>
<b>SUBTOTAL</b>	<b>179,451</b>
<b>BUILDER'S FEE</b>	<b>10,767</b>
<b>SUBTOTAL</b>	<b>\$ 190,218</b>
<b>OWNERS CONTINGENCY</b>	<b>-</b>