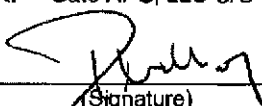




GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE No. 2	DATE JUN - 7 2011
TO LEASE NO GS-03B-09472		
ADDRESS OF PREMISE <div style="text-align: center;"> The Gate 6245 Guardian Gateway, Suite 110 ABERDEEN PROVING GROUND, MD 21005-1304 </div>		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <div style="text-align: center;"> Gate APG, LLC C/O St. John Properties, Inc. </div> <p>whose address is 2560 Lord Baltimore Drive Baltimore, MD 21244-2677</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to establish the effective date, square footage, lease term and rental rate.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>May 1, 2011</u> as follows:</p> <p>A. Paragraphs 1, 2, 3 and 6B of the Lease shall be deleted in its entirety and changed to:</p> <p>"1. The Lessor hereby leases to the Government the following described premises:</p> <p>1,967 ANSI/BOMA Office Area square feet (2,100 Rentable Square Feet) of office and related space located at The Gate, 6245 Guardian Gateway, Suite 110, Aberdeen Proving Ground, Maryland 21005-1304, to be used for such purposes as may be determined by the General Services Administration."</p> <p>The new address for Lease GS-03B-09472 is: The Gate, 6245 Guardian Gateway, Suite 110, Aberdeen Proving Ground, Maryland 21005-1304.</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning May 1, 2011, and continuing through, April 30, 2021, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR: Gate APG, LLC C/O St. John Properties, Inc.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p>BY <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>SVP</u> (Title)</p> </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 45%;"> <p>IN THE PRESENCE OF <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>2560 Lord Baltimore Dr, Baltimore, MD</u> (Address)</p> </div> </div>		
<p>UNITED STATES OF AMERICA General Services Administration, PBS</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p>BY <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>Contracting Officer</u> (Official Title)</p> </div> </div>		

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"3. The Government shall pay the Lessor rent as detailed below:

Years 1 through 5:

Total Annual Rent: \$64,016.65 per year

Shell Rent: \$39,651.69 per year

Amortized annual cost for Building-Specific Security:
\$4,725 per year

Amortized annual cost for Tenant Improvement Allowance:*
\$7,550.20 per year

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of seven (7%) percent for tenant improvements over a 60 month period. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

Interest rate at which Tenant Alterations and Building-Specific Security are amortized: 7%

Annual Cost of Services: \$12,089.76 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: Free; In accordance with Paragraph 1.7B of Lease.

Years 6 through 10:

Total Annual Rent: \$63,553.77 per year

Shell Rent: \$46,739.01 per year

Amortized annual cost for Building-Specific Security:
\$4,725 per year

Interest Rate at which Building-Specific Security is amortized: 7%

Annual Cost of Services: \$12,089.76 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: Free; In accordance with Paragraph 1.7B of Lease.

Initials: RW
Lessor

& JSJ
Gov't

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"6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

B. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$5,334.72 (which includes \$3,304.31 Shell) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.*

Second Month's Rental Payment of \$5,334.72 (which includes \$3,304.31 Shell) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.*

After two (2) months, the full Commission Credit is captured and regular monthly payments of \$5,334.72 shall ensue."

Initials: RW
Lessor

& JSZ
Gov't