

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

06/21/2011

TO LEASE NO.

GS-03B-11305

ADDRESS OF PREMISE

7556 Teague Road
Hanover, Maryland 21076-1216

THIS AGREEMENT, made and entered into this date by and between
AMCP-1, LLC

whose address is 8820 Columbia 100 Pkwy
Ste 400
Columbia, Maryland 21045-2175

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 incorporate expansion space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon acceptance by the Government, as follows:

A. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"1. The Lessor hereby leases to the Government the following described premises: 7,777 ANSI/BOMA Office Area (equivalent to 8,788 rentable square feet) of office and related space, of which 400 ANSI/BOMA Office Area square feet (equivalent to 452 rentable square feet) the lessor will not charge the Government Shell Rate and Operating Cost for the first year of the lease contract. The lease space is located on the Fifth Floor, at 7556 Teague Road, Hanover, Maryland 21076-1216, together with forty (40) reserved surface parking spaces, as depicted on Exhibit A and B (attached) to be used for such purpose as may be determined by the General Service Administration."


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

"The total percentage of space occupied by the Government under the terms of the lease is equal to 6.25% percent 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 8,788 rentable square feet by the total building space of 140,670 rentable square feet."

(Continued onto next page)

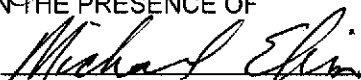
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: AMCP-1 LLC

BY 
(Signature)

CO - GENERAL MGR
(Title)

IN THE PRESENCE OF



(Signature)


8820 COLUMBIA 100 PKWY, SUITE 400
COLUMBIA, MD 21045
(Address)

UNITED STATES OF AMERICA

BY 
(Signature)

Contracting Officer
(Official Title)

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Lessor


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C. Paragraph 6, Section (B) of Standard Form 2 of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

" 6. 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:

Sixth Month's Rental Payment of \$18,369.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.*

Seventh Month's Rental Payment of \$18,369.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.*

Eight Month's Rental Payment shall commence in full.

*subject to adjustment upon determination of actual TI expenditure"

D. Paragraph 13 of the Rider to Lease is hereby amended by deleting the existing text beginning with "Year 1 through 5..." and ending with "...including the free space." and replacing in lieu thereof the following:

"Year 1:

Total Annual Rent: \$220,433.94 per year or \$18,369.50 (rounded) per month.

Shell Rent: \$98,448.16 per year,

Amortized annual cost for Building-Specific Security: \$2,937.74 per year,

Amortized annual cost for Tenant Improvement Allowance*: \$71,451.04 per year,

(Interest rate at which Tenant Alterations and Building-Specific Security are amortized: 6.50%)

Annual Cost of Services: \$47,597.00 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs",

Parking: Forty (40) reserved surface parking spaces will be provided at no additional cost.

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Years 2 through 5:

Total Annual Rent: \$228,352.90 per year or \$19,029.41 (rounded) per month.

Shell Rent: \$103,786.28 per year,

Amortized annual cost for Building-Specific Security: \$2,937.74 per year,

Amortized annual cost for Tenant Improvement Allowance*: \$71,451.04 per year,

(Interest rate at which Tenant Alterations and Building-Specific Security are amortized: 6.50%),

Annual Cost of Services: \$50,177.84 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs",

Parking: Forty (40) reserved parking surface spaces will be provided at no additional cost.

Years 6 through 10:

Total Annual Rent: \$153,964.12 per year or \$12,830.34 (rounded) per month.

Shell Rent: \$103,786.28 per year,

Annual Cost of Services: \$50,177.84 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs",

Parking: Forty (40) reserved surface parking spaces will be provided at no additional cost.

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$304,314.01 or \$39.13 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the six and a half (6.50%) percent amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the six and a half (6.50%) percent amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

In accordance with the lease negotiations, the lessor has offered free rent to the Government for the first five months of the lease. Therefore, the first five months of the lease shall be provided at no cost to the Government. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space."

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