

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-03B-09385	DATE	PAGE 1 of 3
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ADDRESS OF PREMISES 2107 Laurel Bush Road, Bel Air, Maryland 21015-6181

THIS AGREEMENT made and entered into this date by and between EMMARTON ROAD ASSOCIATES, LLC

whose address is 5621 OLD FREDERICK ROAD
BALTIMORE, MD 21228

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 31, 2010 as follows:

Supplemental Lease Agreement Number 1 is issued to modify the square footage, Broker Commission and Commission Credit, percentage of occupancy, annual rent, and Tenant Improvement Allowance.

Paragraph 1 of the lease is deleted in its entirety by deleting the existing text and inserting in lieu there of the following.

"1. The Lessor hereby leases to the Government the following described premises:

A total of 4,172 rentable square feet (RSF) of office and related space, which yields 3,439 ANSI/BOMA Office Area square feet (USF) of space at 2107 Laurel Bush Road, Bel Air, Maryland 21015-6181 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 4 reserved, secure parking spaces for exclusive use of Government employees and patrons.

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

LESSOR: EMMARTON ROAD ASSOCIATES, LLC	
SIGNATURE	NAME OF SIGNER
	Michael J. Arson
ADDRESS 5621 Old Frederick Road Baltimore, MD 21228	
IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER
	David Dannenfels
ADDRESS 	
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
	Maria Szkotak
	OFFICIAL TITLE OF SIGNER
	Contracting Officer

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Paragraph 7 of the lease is deleted in its entirety by deleting the existing text and inserting in lieu there of the following.

"7. In accordance with Paragraph 1.12 of the SFO entitled, BROKER COMMISSION AND COMMISSION CREDIT, the projected commission is [REDACTED]. This amount is based on [REDACTED] of the gross rental rate during the firm term of the lease. For the benefit of the Government, the Broker has agreed to forgo [REDACTED] of any commission that it is entitled to receive in connection with this lease transaction. The Broker shall be paid directly by the Lessor [REDACTED] of the Total Broker's Commission estimated to be [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is estimated to be [REDACTED] (the "Commission Credit") which shall not be paid to the Broker, but shall be applied in equal monthly amounts against the shell rental payments due and owing under the Lease. The rentable amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months, not to exceed twelve (12) months and that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the Lease, prior to the Government's occupancy.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant build-out amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate, prior to the Government's occupancy. The Remaining Broker's Commission is payable to Jones Lang LaSalle in accordance with the following schedule: ~~50% percent upon lease award and 50% upon occupancy.~~

100%

(MSA) ms

Paragraph 10 of the lease is deleted in its entirety by deleting the existing text and inserting in lieu there of the following.

"10. The total percentage of space occupied by the Government under the terms of the lease is equal to 13.907% 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 4,172 rentable square feet by the total building space of 30,000 rentable square feet."

Paragraph 11 of the lease is deleted in its entirety by deleting the existing text and inserting in lieu there of the following.

"11. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.21314336 (4,172 RSF / 3,439 ABOA SF)."

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Paragraph 14 of the lease Rider to lease is deleted in its entirety by deleting the existing text and inserting in lieu there of the following.

"14. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within 120 working days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for 15 consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 10:

Shell Rent: \$69,330.24 per year or \$20.16 per ANSI/BOMA Office Area Square Foot (ABOA),

Annual Cost of Services: \$17,126.22 per year or \$4.98 per ANSI/BOMA Office Area Square Foot (ABOA) / Rentable Square Foot, plus accrued escalations per Paragraph 3.4, "Operating Costs"

Amortized annual cost per ABOA for Tenant Improvement Allowance*: \$18,554.57 per year or approximately \$5.39 per ANSI/BOMA Office Area Square Foot (ABOA)

Total **\$30.53** per ABOA

Years 11 through 15:

Shell Rent \$69,330.24 per year or \$20.16 per ANSI/BOMA Office Area Square Foot (ABOA),

Annual Cost of Services: 17,126.22 per year or \$4.98 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 3.4, "Operating Costs"

Total **\$25.14** per ABOA

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$145,779.21 or \$42.39 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 5% amortization rate over the firm term of 10 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 5% 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."

All other terms and conditions remain in full force and effect.

MJA & MS
Lessor Government