

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES

SUPPLEMENTAL  
AGREEMENT NO. 5

DATE

SUPPLEMENTAL LEASE AGREEMENT

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6/5/12

TO LEASE NO.

GS-03B-09417

ADDRESS OF PREMISES    Annapolis Science Center  
   185 Admiral Cochrane Drive  
   Annapolis, MD 21401-7307

PDN Number

THIS AGREEMENT, made and entered into this date by and between

JEMAL'S ADMIRAL COCHRANE L.L.C.

whose address is                                    185 ADMIRAL COCHRANE DR  
   ANNAPOLIS, MID 21401-7307

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 establish the square footage, lease term and rental.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 12, 2012, as follows:

A. Paragraph 1 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

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

8,292 ANSI/BOMA Office Area square feet (9,300 rentable square feet) of office and related space on the first (1<sup>st</sup>) floor at Annapolis Science Center, 185 Admiral Cochrane Drive, Annapolis, MD 21401-7307, to be used for such purposes as may be determined by the General Services Administration. Included in the rent, at no additional cost to the Government, are twenty (20) on-site reserved parking spaces for the exclusive use of Government employees and patrons."

B. Paragraph 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

" 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 12, 2012 through April 11, 2027, subject to termination and renewal rights as may be hereinafter set forth."

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and names as of the above date.

LESSOR:

BY

IN THE PRESENCE OF

*Managing Member*  
\_\_\_\_\_  
(Title)

UNITED STATES OF AMERICA - General Services Administration (GSA), Public Buildings Service (PBS)

BY

Contracting Officer  
\_\_\_\_\_  
(Official Title)

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C. Paragraph 3 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"3. The Government shall pay the Lessor annual rent as follows:

Date	Annual Rent	Monthly Rent
4/12/2012 – 4/11/2022	\$258,112.30*	\$21,509.36
4/12/2022 – 4/11/2027	\$244,311.00*	\$20,359.25

\* Plus accrued CPI operating costs escalation.

Annual Rates above reflect the following breakdown:

Shell Rent (Years 1 to 10): \$138,570.00 (\$14.90 per Rentable Square Foot)

Shell Rent (Years 11 to 15): \$175,956.00 (\$18.92 per Rentable Square Foot)

Annual Operating Costs: \$68,355.00 (\$7.35 per Rentable Square Foot)

Tenant Improvement (TI) Rent (Years 1 to 10): \$51,187.30\*\*

\*\* Reflects amortization of \$351,577.73 over 120 months, at 8%

Rent shall be paid in arrears. Rent for a lesser period shall be prorated. Rent shall be payable to: JEMAL'S ADMIRAL COCHRANE L.L.C., 185 ADMIRAL COCHRANE DR, ANNAPOLIS, MD 21401-7307."

D. Paragraph 4 of the Lease is amended by deleting the existing text and inserting in lieu thereof the following:

"The Government may terminate this lease, in whole or in part, at any time effective on or after April 11, 2022 by giving at least 60 prior days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

E. Paragraph 12 of the Rider To Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$7.35 per Rentable Square Foot is acceptable. This figure includes the Government's pro-rata share of operating costs."

Initials:

  
Lessor

&

  
Govt