

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT (SLA) No. 2	DATE <b>5/11/12</b>
	TO LEASE NO. <b>GS-03B-11314</b>	

ADDRESS OF PREMISE  
 Box Hill Corporate Center  
 3435 Box Hill Corporate Center Drive  
 Abingdon, Maryland 21040-1120

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

Box Hill Corporate Center 10, LLC

whose address is : 2700 Philadelphia Rd  
 Edgewood, Maryland 21040-1120

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 **issue Notice to Proceed for the construction Tenant Improvements and Increase the Tenant Improvement Allowance.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 5/1/2012 as follows:

A. Paragraph 6. B. of the Standard Form 2 is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"The Lessor and the Broker have agreed to a cooperating lease commission equal to [redacted] of the aggregate lease value for the firm term of the 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.

This Supplemental Lease Agreement contains three (3) pages.

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.

LE  
 BY [redacted signature]  
 (Signature)

Managing Member  
 (Title)

IN THE PRESENCE OF  
 [redacted signature]

2700 Philadelphia Rd  
Edgewood MD 21040  
 (Address)

BY [redacted signature]  
 (Signature)

Contracting Officer  
 (Official Title)

Lessor AW Government CR  
 Supplemental Lease Agreement No. 2

Supplemental Lease Agreement  
No. 2 CONTINUED

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Notwithstanding Paragraph 3 of this *the Standard Form 2 of this lease*, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. 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 \$21,097.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted First Month's Rent\*.

Second Month's Rental Payment of \$21,097.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent\*.

Third Month's Rental Payment shall commence in full.

\*Subject to adjustment upon determination of actual TI expenditure.

**B.** Paragraph 13 of the Rider is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"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 ninety (90) working days from the date of notice to proceed with 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 an inspection and acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) 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 the 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 5:**

The Total Annual Rent of \$253,168.76 breaks down as follows\*.

**Shell Rent:** \$135,990.60 per year or \$18.12 per Rentable Square Foot (RSF)

**Amortized annual cost for Building-Specific Security**  
\$2,851.37 per year or \$0.38 (rounded) per Rentable Square Foot (RSF)

**Amortized annual cost for Tenant Improvement Allowance\*:**  
\$62,542.29 per year or \$8.33 (rounded) per Rentable Square Foot (RSF)

**Interest Rate** at which Tenant Alterations and Building-Specific Security are amortized: seven percent (7%).

**Annual Cost of Services:** \$51,784.50 per year or \$6.90 per Rentable Square Feet (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Parking:** Five (5) reserved parking spaces will be provided at no additional cost.

Lessor     *RW*     Government     *CR*      
Supplemental Lease Agreement No. 2