	SUPPLEMENTAL LEASE AGREEMENT (SLA)	DATE
SUPPLEMENTAL LEASE AGREEMENT	No. 3	7/9/12
	TO LEASE NO. GS-03B-11314	
ADDRESS OF PREMISE		
Box Hill Corporate Center		
3435 Box Hill Corporate Center Drive	·	
Abingdon, Maryland 21009-1201		

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 establish lease commencement date, annual rent, and brokers commission.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 6/19/2012 as follows:

- A. Paragraph 2 of the Standard Form 2 of the lease is hereby amended by deleting the existing text in its entirety and inserting in lieu there-of the following:
 - "2. TO HAVE AND HOLD the said premises with their appurtenances for the term beginning on <u>June 19, 2012</u> through <u>June 18, 2022</u>, subject to termination and renewal rights as may be hereinafter set forth."

The tenant improvements have been substantially completed and the Government accepts the leased space on June 19, 2012 contingent upon the completion of the punch list items noted on the GSA Form 1204, dated 6/19/2012, which is hereby incorporated into this lease by reference.

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 hereto have hereunto subscribed their names as of the above date.

	LC
SIG	NAME AND TITLE OF SIGNER Robert C. Ward, Managing Member
Go Ward Properties, 2700	Philadelphia Rd. Edgewood, MO 21040
	IN PRESENCE OF
SIGNATU	NAME OF SIGNER James M. Martil
	UNITED STATES OF AMERICA
SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
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- B. Lessor agrees this Lease supersedes the previous lease (GS-03B-90404) which is terminated effective 6/18/2012.
- C. Paragraph 3 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:
 - "3. The Government shall pay the Lessor annual rent of \$249,629.50 at the rate of \$20,802.46 per month in arrears. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to:

Box Hill Corporate Center 10, LLC 2700 Philadelphia Rd Edgewood, Maryland 21040-1120

- **D.** Paragraph 13 of the Rider of the lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:
 - "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 5:

The Total Annual Rent of \$249,629.50 breaks down as follows*:

Shell Rent: \$135,990.60 per year.

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 Improvements*: \$59,003.03 per year.

Interest rate at which Tenant Improvements and Building-Specific Security are amortized: 7.0%

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.

*The Tenant Improvement amount of \$248,314.21 is included in the rent, using the 7.0% amortization rate over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements."

Years 6 through 10:

The Total Annual Rent of \$195,280.10 breaks down as follows:

Shell Rent: \$143,495.60 per year or \$19.12 per Rentable Square Foot (RSF)

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

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

INITIALS:

LESSOD

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E.	Paragraph 6B of the Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:
	"10. The Lessor and Broker have agreed to a cooperating lease commission of the firm term value of this Lease ("Commission"). The total amount of the Commission is 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 forgo of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is 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 the 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 \$20,802.46 minus the prorated Commission Credit of equals adjusted first month's rent.
	Second month's rental payment of \$20,802.46 minus the prorated Commission Credit of equals equals adjusted second month's rent.
	Third Month's Rental Payment shall commence in full."
	All other terms and conditions of this lease shall remain in force and effect.
	- The balance of this page is intentionally blank -

NITIALS:

LESSOR

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