

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT DATE
No. 6 December 20, 2011
TO LEASE NO. GS-11B-01853 (the "Lease")

ADDRESS OF PREMISES: [REDACTED] Facility
5830 University Research Court
Riverdale, MD 20737 (the "Project")

THIS AGREEMENT, made and effective as of the date noted above by and between **Douglas P. Wilson**, Receiver of the assets of **Maryland Enterprise, L.L.C., a Delaware Limited Liability Company** (the "**Receiver**"), pursuant to the "Receivership Order" (as defined below) issued by the Circuit Court for Prince Georges County, Maryland (the "State Court")

and the **UNITED STATES OF AMERICA**, hereinafter called the "**Government**."

This Supplemental Lease Agreement (this "SLA") is issued under the authority of and pursuant to the terms of, that certain Consent Order Appointing Receiver ("Receivership Order"), issued by the Honorable Thomas P. Smith of the State Court on August 13, 2009 in Case No. CAE09-22511, and agreed to by Bank of America, N.A. (together with its successors and assigns, the "Lender"), and Maryland Enterprise, L.L.C., a Delaware limited liability company (the "Lessor").

ACKNOWLEDGED, the authorized signatories of the Receiver and the Government (collectively referred to hereinafter as the "Parties") acknowledge all of the following:

- a) That the Receiver has entered into an Agreement to Purchase Leasehold Estate with NOAA Maryland LLC dated August 5, 2011 pursuant to which NOAA Maryland LLC has agreed to purchase the leasehold estate on which the Project is being built from the Receiver;
- b) That under SLA-4, the Receiver must obtain the consent of GSA prior to it transferring the assets it manages under the Receivership Order;
- c) That certain potential claims for delays or damages have arisen as between the Receiver and the Government including alleged delays by the Receiver in contracting for an A & E firm, alleged delays in design and pricing of certain change orders described in Section 17 of SLA-4, disputes over the pricing of those changes, disputes over risk allocation related to certain construction work completed by the Receiver in anticipation of certain changes and alleged delays by the Government in issuing awards for the changes, furniture and equipment described in paragraph 17 of SLA #4.;
- d) That the parties wish to settle all these claims prior to any transfer of the assets to allow for efficient completion of the project; and
- e) That the Parties acknowledge that the negotiated promises and forbearances, and other amendments to the Lease, as further detailed herein, represent value to each party hereto and provide good and valuable consideration for both the exchange of promises contained herein and for the settlement of claims affected by this SLA.

NOW THEREFORE, the Parties, covenant and agree that the said Lease is amended effective as of the date of this SLA, as follows:

1. **Recitals.** Each of the foregoing recitals and representations is a material part of this SLA and is incorporated herein by reference.
2. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the definitions used in SLA-4 and the Lease.
3. **Modified Delivery Dates.** The Phase I Completion Date is amended to be February 2, 2012. The Phase II Completion Date is amended to be April 7, 2012. Furthermore, the installation of the under-floor distribution cabling system relating to the second floor may be moved from Phase I to Phase II, provided that it precedes the installation of the Equipment referred to in Paragraph 17 of SLA-4. Finally, thirty (30) days shall be added to each of the other Milestones.
4. **Additional Change Orders.** Except as provided in the following sentence, the Government shall be responsible for payment of all of the Additional Change Orders in accordance with the procedures set forth in Paragraphs 2, 3, 4 and 5 of SLA-4, and subject to the [REDACTED] retainage described therein. With respect to CR#'s 34 and 35 described below, the Receiver shall make available to the Government an additional Tenant Improvement Allowance in the amount of \$1,000,000.00 to be amortized into the rent at a rate of 7% over a term of 13 years.
 - a) The Parties acknowledge that CR#'s 53 (Enhanced Landscaping), 51 (Cupola Opening in Roof), XX (X-Ray at Loading Dock), 56 (Enhanced Telecom-Design) and 40 (Private Wall Changes) have been awarded by the Government in the following amounts: (i) CR#53-[REDACTED]; (ii) CR#51-[REDACTED]; (iii) CR#XX-[REDACTED]; (iv) CR#56-[REDACTED]; and (v) CR#40-[REDACTED].
 - b) The Government shall make awards for the following change orders in the following amounts within five (5) business days of the Receiver's execution date of this SLA-6: (i) CR#56 (Enhanced Telecom)-[REDACTED] (Construction); (ii) CR#52 (Lobby Revisions) [REDACTED]; and (iii) CR#42 (Enhanced Lighting)-[REDACTED].
 - c) The Government acknowledges that the Receiver has submitted revised proposals for CR#34 - (Power to System Furniture/IDF Room Redesign); and CR#35 (Cable Plant/Data Center Redesign) reflecting the negotiated increase in price to CR#34 by [REDACTED] and CR#35 by [REDACTED]. The Government shall issue awards for these changes within five (5) business days of the Receiver's execution date of this SLA-6, acknowledging acceptance of the total pricing (which amount is net of all credits to which the Government is entitled under SLA-4). The parties acknowledge that the Government cannot issue a Notice to Proceed for the increases in price for CR#34 and CR#35 until the SLA increasing the Tenant Improvement Allowance is fully executed by both parties. Therefore, the Government reserves the right to issue Notices to Proceed under the awards for these changes in the amounts of [REDACTED] for CR#34 and [REDACTED] for CR #35, but does not reserve any right to further dispute the pricing. The Government shall issue Notices to Proceed for the remaining \$1,000,000 under these awards within five (5) business days of the Government's execution of this SLA-6.

d) The Receiver acknowledges that its proposal to the Government for CR#47 (Security)-
[REDACTED] is net of all credits to which the Government is entitled under SLA-4). The Government shall deliver to the Receiver the necessary tax exempt certificates prior to December 19, 2011 so that its general contractor may take steps required to avoid paying sales tax in connection with the purchase of the equipment portion of CR#47. If the sales tax is eliminated from the purchase, such amounts shall be subtracted from invoicing to the Government. The Receiver shall by December 16, 2011 provide a proposal to the Government for CR#50 (Audio/Visual Rough-in) in accordance with recent directives. The Government shall have five (5) business days from receipt of the revised proposal to issue an Award letter for this change; otherwise the proposal shall be deemed rejected, and the Receiver shall have no further responsibility regarding CR#50.

5. Increased Rent. To amortize the additional \$1,000,000 Tenant Improvement Allowance, the base rent to be paid by the Government as provided in paragraph 3 of the Lease (Form SF2), as amended pursuant to paragraph 21 of SLA-4, shall be increased by 117,368.90 per annum to \$ 8,587,841.14 per annum for the first thirteen (13) years of the Lease. As provided in SLA-3, payment of rent shall be made to commence upon the Government's acceptance of Phase II as substantially complete.

6. Representations by Receiver as to Financing. The Receiver hereby represents that it has obtained necessary assurances from the Lender that the difference between the general contractor's charges to complete the above listed change orders and what the Government has agreed to pay for such shall be financed by the Lender pursuant to the Receiver's existing loan agreement with the Lender.

7. NOAA Maryland LLC. The Government hereby approves NOAA Maryland LLC or an affiliate thereof of which Michael Huntress is a principal, ("Transferee") as a transferee under the Lease, the leasehold estate described in that Ground Lease between the University of Maryland and the Lessor dated August 29, 2005 and substitute landlord; provided that all of the requirements in Paragraph 32 of SLA-4 shall be satisfied and the Government has established to its reasonable satisfaction that the Transferee is not on the Excluded Parties List, and has not been recommended for a suspension or debarment action. Once such requirements are satisfied, and with the written consent of the Government, the Receivership may be terminated by the Lender. Transferee shall not be required to retain Douglas P. Wilson Companies on the Project. Furthermore, the Government agrees that, inasmuch as the motion filed by the Receiver with the State Court for approval to sell the leasehold estate to Transferee has been approved, the Government shall promptly but no later than December 29, 2011 execute: (a) a Novation Agreement prior to December 31, 2011 consistent with the provisions of Paragraph 32 of SLA-4 and FAR Subpart 42.12, in which the Government accepts Transferee as the new lessor under the Lease, and releases the Lender, ME and the Receiver from all obligations to the Government under the Lease and any other obligations relating to the Project; (b) a new subordination and attornment agreement with Transferee's lender in a form reasonably acceptable to the Government; (c) Statements of the Lease for the benefit of Transferee's lender in forms reasonably acceptable to the Government; and (d) such other reasonably requested documents by Transferee's lender in forms reasonably acceptable to the Government. Finally, the Government shall also permit a reasonably acceptable law firm to provide a legal opinion to Transferee's lender with regard to the Government's authority to execute the foregoing documents.

8. **Revised Procedure to Initiate Payment.**

- a. The following sentence commencing on line 15 of Paragraph 3 of SLA-4 shall be deleted and replaced with the language immediately following such:

To Be Deleted: "The Government shall verify within five (5) business days that all necessary adjustments to the Preliminary Invoice were made for the Draw Request, if any, and then pay the sum stated in the Draw Request which the Contracting Officer reasonably confirms has been performed, less [REDACTED] retainage, and such payment shall be accounted for as provided in Paragraph 4 below".

To Be Added in its Place: "The Government shall within five (5) business days of receipt of a Draw Request both verify that all necessary adjustments to the Preliminary Invoice were made for the Draw Request, if any, and issue a "PS Number" to the Receiver providing for payment of the sum stated in the Draw Request which the Contracting Officer reasonably confirms has been performed, less [REDACTED] retainage, and such payment shall be accounted for as provided in Paragraph 4 of SLA-4. In the event that, after the inspection, the Government determines that the Preliminary Invoice should be approved without comment, the preliminary Invoice shall be deemed a Draw Request, in which case the Government shall issue a "PS Number" to the Receiver providing for payment of the sum stated in the Draw Request within fifteen (15) days of its receipt of the initial submission.

- b. The Parties agree that, in light of the fact that GSAR 552.232-75, (Prompt Payment) has been removed from the GSAR, the payment provisions of the Lease shall be controlled by GSAR 552.270-31. Furthermore, the Government agrees that, going forward, there shall be strict compliance by the Contracting Officer with Paragraph 3 of SLA-4, as amended, and with GSAR 552.270-31, and that the past inaction by the Receiver does not constitute a waiver of the Receiver's rights to seek interest penalties for any future delay by the Government in processing a proper Draw Request.

9. **Mutual Waiver of Claims.** The Parties agree that any and all causes of action, claims, and demands which have been raised or could have been raised relating to the Lease, known or unknown, including, but not limited to, claims that the Lease has been breached, delay claims or claims that either Party has or may have of entitlement to remedies under the Lease documents, in equity or at law, relating to any facts, circumstances, actions or failure to act by either Party arising or occurring prior to the execution date of this SLA #6, are hereby waived, released and hereby resolved by this SLA.

10. **Equipment.**

- a. The Equipment shall be ordered in phases, A, B and C. The Government has elected to accept the Receiver's cost proposal dated November 28, 2011, which incorporates the proposal from Haworth dated November 17, 2011, and has determined what Equipment will be purchased as part of Phase A. The Government shall issue an Award letter for the Phase A Equipment no later than December 16, 2011. The Government shall determine what equipment will be purchased as a part of Phase B and Phase C by December 16, 2011 and shall issue an Award

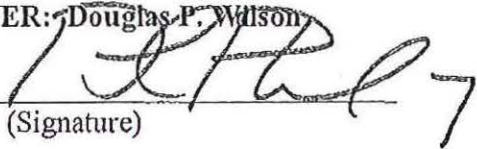
letter by December 23, 2011 for the specific Equipment to be ordered for delivery in Phase B, and shall issue an Award letter for the remaining Equipment to be ordered for delivery in Phase C by January 15, 2012.

- b. The Receiver agrees to have the Phase A Equipment, which is described in Attachment I hereto, installed on or before February 2, 2012. Except for the Equipment described in Attachment I, the Equipment shall be installed pursuant to the schedule set forth in the accepted proposal. Any changes to the schedule shall be coordinated between the Receiver and the Government.
 - c. The Government shall have five (5) business days to inspect the Equipment after receipt of a notice of delivery and invoice from the Receiver. If the inspected Equipment is acceptable, the Government shall, within fifteen (15) days of receipt of the notice of delivery and invoice from the Receiver, issue a "PS Number" to the Receiver. The cost of the Equipment (not including the service component), will be paid for by the Government directly to the Receiver within forty-five (45) days of acceptance by the Government. The service component of the cost of the Equipment shall be paid by the Government in accordance with the procedures set forth in Paragraphs 2, 3, 4 and 5 of SLA-4, and subject to the [REDACTED] described therein.
 - d. Delivery and installation dates for the Equipment under the Lease shall be independent of the Modified Delivery Dates set forth in Paragraph 3 above. Any delay in the delivery and/or installation of the Equipment due to the changed ordering dates shall not constitute grounds to modify the Phase I and Phase II Completion Dates, or the obligation of the Government to commence the payment of rent as provided in the Lease, as amended. Notwithstanding the foregoing, a material delay due to a failure to diligently pursue the ordering or installation of the Equipment shall not be excused and shall be treated as delay to the Project, subject to existing cure provisions.
 - e. The Government shall deliver to the Receiver the necessary tax exempt certificates prior to December 19, 2011 so that its general contractor may take steps required to avoid sales tax in connection with the Government's purchase of the Equipment. If the sales tax is eliminated from the purchase, such amounts shall be subtracted from invoicing to the Government.
11. **Conflicts.** In the event of a conflict between the terms of this SLA-6 and other terms of the Lease, the terms of this SLA shall control. All other terms of the Lease, as amended, shall remain in full force and effect.

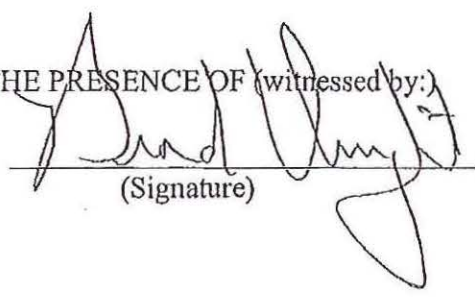
IN WITNESS WHEREOF, the parties have subscribed their names as of the above date.

RECEIVER: Douglas P. Wilson

BY


(Signature)

IN THE PRESENCE OF (witnessed by:)


(Signature)

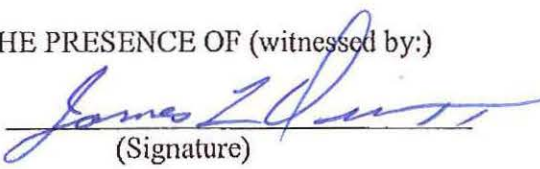
UNITED STATES OF AMERICA: Mark Stadskev

BY


(Signature)

Contracting Officer, GSA, NCR, PBS
(Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)