

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

**SUPPLEMENTAL AGREEMENT  
NO. 1  
TO LEASE NO. GS-11B-02069**

**DATE**  
7/27/2010

**ADDRESS OF PREMISES:** 8455 Colesville Road Silver Spring, MD 20910

THIS AGREEMENT made and entered into this date by and between: Silver Spring Centre, L.L.C.  
whose address is:  
Silver Spring Centre, L.L.C.  
c/o McShea Management  
100 Lakeforest Boulevard, Suite 500  
Gaithersburg, Maryland 20877

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 January 25, 2010 as follows:

This Supplemental Lease Agreement (SLA) is issued to reflect the Government's Acceptance of 21,353 ANSI BOMA Rentable Area Square Feet (BRSF) yielding 18,942 ANSI BOMA Office Area Square Feet (BOASF) of office related space located on a portion of the 12<sup>th</sup> floor of the building as addressed in the SF2, Silver Spring Metro Centre.

Due to the delays on the Government's behalf, the original schedule date for acceptance was not met. Therefore, the official date of the lease and rent commencement shall be established as January 25, 2010. The term of the lease is for a period of 10 years commencing January 25, 2010 and terminating on January 24, 2020. The Lessor agrees that mutual agreement of this rent start date reflects a full and final settlement. The Lessor further agrees that said Lessor shall not have the right to further dispute the lease start date nor assert any future claims for the past Government delay.

The total annual rent for the 21,353 BRSF shall be \$763,772.64 (\$40.36/BOASF) payable in arrears at a monthly rate of \$63,647.72.

The total rent includes a Tenant Improvement allowance of \$20.00 per BOASF for the 18,924 BOASF totaling \$378,480.00 amortized at 0% over the 10 year lease term. There are no additional funds associated with the space.

In addition to the annual rent, the Government shall pay Operating Expense adjustments and its share of tax increases as provided in the SFO, recognizing January 25, 2010 as the anniversary date of the lease for purposes of calculating the applicable CPI and tax escalations. The Government's percentage of occupancy for purposes of calculating tax adjustment is 9.91%.

The annual rent includes an operating base of \$148,742.64 (\$7.86/BOASF) and base year real estate taxes.

The Government is entitled to a rental abatement of \$241,974.88 as referenced in the SF2 and SLA #1. Notwithstanding the foregoing payment by the Government the first four months of rent for the office portion of the lease are abated entirely by \$241,974.88. The Government shall apply the total rental abatement over the first four (4) months of the Lease term. (January 25, 2010-May 24, 2010).

This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the SLA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.


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

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

LESSOR: Silver Spring Centre, L.L.C.

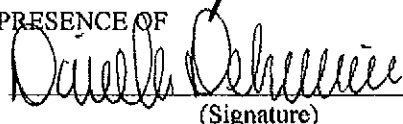
Christopher J. Good  
Regional Director

BY

  
(Signature)

Title

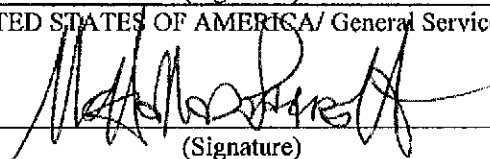
IN PRESENCE OF

  
(Signature)

(Address)

UNITED STATES OF AMERICA/ General Services Administration

BY

  
(Signature)

Contracting Officer, GSA  
(Official Title)