

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 2

9/14/10

TO LEASE NO.

GS-11B-02171

ADDRESS OF PREMISES: 1451 Rockville Pike

Rockville, MD 20852-1486

THIS AGREEMENT, made and entered into this date by and between CARR PROPERTIES WOODMONT PLACE, LLC

whose address is: 1776 Eye Street, NW
Suite 500
Washington, DC 20006-3700

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 incorporate a Warm-Lit Shell Credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon execution by the Government as follows:

Warm-Lit Shell Credit: This Supplemental Lease Agreement (SLA) is issued to incorporate the Government's acceptance of a Warm-Lit Shell Credit in lieu of the Lessor's obligation to provide the Building Shell requirements set forth in this lease, LMD02171. The accepted credit is in the amount of \$598,823.00, per the Lessor's proposal with the following stipulations: If the General contractor's actual fee be higher than 4% for this project, then WLS credit will be adjusted, and a further credit will be provided over and above 4% to GSA for the Landlord's prorated share as indicated in your e-mail dated 8/18/10. It should be understood that this WLS amount does not include refurbishment of existing VAV boxes. A letter from your HVAC contractor that the VAV's have been refurbished and in good working condition must be provided before starting build-out construction work. This WLS amount also does not include landlord's plumbing /ADA work, condition of landlord's mechanical room and controls.

1. The Government shall apply this amount to the available Tenant Improvement Allowance under the Lease. There is no change in the rental rate set forth in Paragraph 2 of Supplemental Lease Agreement (SLA) 1, as a result of the Government's acceptance of the Warm-Lit Shell (WLS) Credit.
2. **Tenant Improvement Allowance:** The Tenant Improvement Allowance available to the Government of \$1,683,831.20 (TIA 1 = \$800,300.00 + TIA 2 = \$883,531.20), is hereby increased by the amount of the Warm-Lit Shell Credit set forth above. The amended Tenant Improvement Allowance, including this credit, is \$2,276,654.20. Notwithstanding the foregoing, however, the amount of the amended Tenant Improvement Allowance as set forth above does not reflect any amount previously authorized by the Government to be expended on the initial tenant improvements build-out and deducted from the balance available to the Government. The available balance of the Tenant Improvement Allowance is being separately tracked by the parties.

This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's contracting officer.

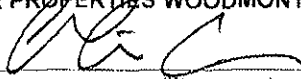
This document shall not be construed as a waiver of any rights, benefits, or interest that the Tenant has under the lease contract.

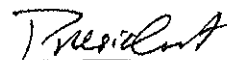
All other terms and conditions of this Lease not changed hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names on the following page as of the above date.

Lessor: CARR PROPERTIES WOODMONT PLACE, LLC


BY


(Signature)



(Title)

IN THE PRESENCE OF (witnessed by):

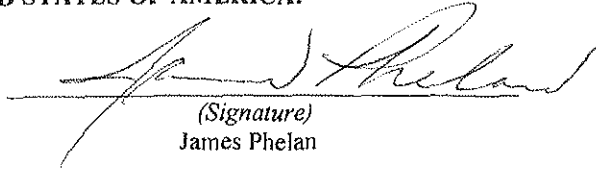

(Signature)

1776 EYE ST, NW, SUITE 500
WASHINGTON, DC 20006
(Address)

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Supplemental Agreement No. 1
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UNITED STATES OF AMERICA:

BY


(Signature)
James Phelan

Contracting Officer, GSA, NCR
(Official Title)