

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT</b> <b>NO. 1</b>	<b>DATE</b> March <u>31</u> , 2011
	<b>TO LEASE NO.</b> <b>GS-11B-02182</b>	

**ADDRESS OF LEASED PREMISES:**

The Hamptons (Building A) I  
 9150 Hampton Overlook  
 Capitol Heights, Maryland 20743

THIS AGREEMENT, made and entered into this date by and between: WRIT Investment Nine, LLC

whose address is

c/o Washington Real Estate investment Trust  
 6110 Executive Blvd., Suite 800  
 Rockville, MD 20852

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above-referenced Lease to include certain terms and conditions relating to the Government's use of the Leased Premises as a mail screening, sorting, and handling facility.

NOW THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the Lease is amended, effective March 31, 2011, as follows:

- Paragraph 1 of the Lease's Standard Form 2 (the "SF2") is hereby amended to add the following sentence to the end of such Paragraph 1:

Notwithstanding the foregoing, the Government may use the Leased Premises as a mail screening, sorting, and handling facility subject to the terms and conditions of the Lease, including this Supplemental Lease Agreement No. 1 (this "SLA"). Any use of the Leased Premises for other than mail screening, sorting, and handling; and general warehouse, office, and related purposes as determined by the Government shall be subject to the Lessor's prior written consent.

- Paragraph 3 of the SF2 is hereby deleted in its entirety and the following paragraph is inserted in lieu thereof:

The Government shall pay the Lessor annual rent of \$283,165.80 (\$15.25/BRSF x 18,571 BRSF) at the rate of \$23,597.15 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$49,542.62 (\$2.67/BRSF x 18,571 BRSF), base real estate taxes of \$21,107.07 (\$1.1366 x 18,571 BRSF), and a tenant improvement allowance of \$457,650.00 (\$25.00/ABOASF x 18,306 ABOASF) at eight percent (8%) annual interest over the 10 year firm term of the lease. Operating Costs include the following: daytime cleaning, plumbing, building engineer, security, lawn and landscaping maintenance, and snow removal. Rent checks shall be made payable to: Washington Real Estate Investment Trust, 6110 Executive Blvd., Suite 800, Rockville, MD 20852 or in accordance with the provision for electronic payment of funds. Notwithstanding anything to the contrary stated in Paragraph 3.3.A.3 of the SFO or elsewhere in the Lease, the Government shall pay lump sum for any Tenant Improvement Allowance that exceeds \$457,650.00 (\$25.00/ABOASF x 18,306 ABOASF) immediately upon substantial completion of the Tenant Improvements, and the tenant improvement construction fit-out totals shall not exceed \$1,800,000.00 (inclusive of the \$457,650.00 amortized Tenant Improvement Allowance), without the Lessor's prior written consent.

**CONTINUED ON PAGES 2 & 3**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR:** WRIT Investment Nine, LLC  
 By: Washington Real Estate Investment Trust, sole member

BY:   
 Michael S. Paukstis

TITLE: SENIOR VICE PRESIDENT - REAL ESTATE

IN PRESENCE OF:   
 Jerry Smiley

ADDRESS: 6110 Executive Blvd - Ste 800  
Rockville MD 20852

**UNITED STATES OF AMERICA**

BY:   
 Mark Stadsklev

TITLE: CONTRACTING OFFICER, GSA, NCR



3. Paragraph 6.F of the SF2 is hereby deleted in its entirety and the following paragraph is inserted in lieu thereof:

It is understood that the Lessor will engage the Project's General Contractor. In connection with the build-out of tenant improvements, the following limits on markups and fees shall apply: (1) General Conditions shall not exceed 5%; (2) Lessor's construction management fee shall be 10%; and (3) the General Contractor's overhead and profit shall not exceed 5%. The combined total of the foregoing markups shall not exceed 20%. These markups and fees are all subject to the right of the Lessor to reasonably negotiate individual markups and fees based upon the actual scope of work of the requirement. The Government shall be responsible for all architectural/engineering costs associated with the build-out of tenant improvements, including but not limited to architectural, mechanical, electrical, plumbing, and structural engineering services, and all other consultants required to build-out the tenant improvements in accordance with the Government's use of the Leased Premises.

4. Notwithstanding anything to the contrary stated in Section 4.3 of the SFO or elsewhere in the Lease, beginning with the first year of the Lease and each year thereafter, the Government shall pay to the Lessor the actual cost of all utilities (including but not limited to electricity, water, heating, and HVAC) incurred by the Lessor each Lease year in connection with the Leased Premises through an annual lump sum payment of the actual utilities cost. The Lessor shall submit evidence sufficient for the Government to reasonably verify the actual utilities cost for each Lease year no later than thirty (30) days following the anniversary date of the Lease. After reconciliation, the Government's lump sum payment of the actual utilities cost shall become due no later than sixty (60) days following the anniversary date of the Lease.
5. Notwithstanding anything to the contrary contained in Section 5 of the SFO or elsewhere in the Lease, the Lessor shall prepare the design intent drawings with the Government's technical direction. The Government shall approve the design intent drawings within fourteen (14) days of the Lessor's submission of the design intent drawings. Because of the above-standard requirements and sensitive and confidential nature of using the Leased Premises as a mail screening, sorting, and handling facility, the Government acknowledges and agrees that if the Lessor prepares the design intent drawings with the Government's technical direction and the Government approves such design intent drawings, the Lessor shall be released from any and all liability regarding the design of the Leased Premises.

The Lessor's working/construction drawings shall be due to the Government within sixty (60) working days of the Government's approval of the design intent drawings.

6. Notwithstanding anything to the contrary contained in Section 5 of the SFO or elsewhere in the Lease, the Lessor shall not be required to submit a construction schedule until after the Lessor has submitted the written tenant improvements price proposal to the Government in accordance with Paragraph 5.12.E of the SFO. The Lessor and the Government will agree to a construction schedule (the "Approved Construction Schedule") within five (5) working days of the Government's issuance of the Notice to Proceed. The Approved Construction Schedule shall govern the tenant improvements construction timeline.
7. Notwithstanding anything to the contrary contained in Paragraph 5.16 of the SFO; Clause 19 (Alterations) of the General Clauses; or elsewhere in the Lease, upon the expiration or earlier termination of the Lease, the Lessor retains the right to require the removal at the sole cost and expense of the Government of any non-standard or special alteration(s), fixture(s), structure(s), or equipment installed or affixed in or about the Leased Premises by, or on behalf of, the Government. If the Lessor so requires the Government to remove any non-standard or special alteration(s), fixture(s), structure(s), or equipment then, before the expiration or earlier termination of the Lease, the Government shall either (i) restore at its sole cost and expense the Leased Premises and any affected area of the building to substantially the same condition as existed immediately prior to the lease commencement date or the date of installation of any such non-standard or special alteration(s), fixture(s), structure(s), or equipment, as applicable; or (ii) pay to the Lessor within sixty (60) days of request therefor a sum of money representing the actual cost of restoration. For purposes of this paragraph, the phrase "non-standard or special alteration(s), fixture(s), structure(s), or equipment" shall mean any alteration(s), fixture(s), structure(s), or equipment that are atypical of general warehouse or office alteration(s), fixture(s), structure(s), or equipment.

The Government may not make alterations, attach fixtures, or erect structures or signs in or upon the land on which the building is sited or any part of the building other than the Leased Premises without the prior written consent of the Lessor. In addition, if any environmental condition arising from the Government's action or inaction relating to the Government's use, handling, transporting, storing, or disposing of hazardous materials or any other related materials in, about, or from the Leased Premises or the Government's use of the Leased Premises as a mail screening, sorting, and handling facility, requires remediation (as determined by the Lessor or any federal, state, or local authority), the Government shall be responsible for such remediation according to a mutually agreed upon schedule.





8. Notwithstanding anything to the contrary contained in Paragraph 9.9 of the SFO or elsewhere in the Lease, the Government may use, handle, transport, store, and dispose of certain hazardous materials or other related materials in, about, or from the Leased Premises, as required to fulfill its mission. The Government shall exercise reasonable care and comply with all applicable safety policies and procedures, including those required by law, when using, handling, transporting, storing, and disposing of such materials. The Lessor shall not be responsible for any such use, handling, transporting, storage, or disposal of hazardous materials or other related materials. The Government shall be responsible for any damage or injury (whether to person or property [including, without limitation, the building in which the Leased Premises are located, the other premises within such building, and the land on which such building is located] or otherwise) of any kind arising from the Government's action or inaction relating to the Government's use, handling, transporting, storing, or disposing of hazardous materials or any other related materials in, about, or from the Leased Premises or the Government's use of the Leased Premises as a mail screening, sorting, and handling facility.
9. Notwithstanding anything to the contrary contained in Clause 17 (Fire and Casualty Damage) of the General Clauses or elsewhere in the Lease, if the Leased Premises are destroyed or damaged due to the Government's action or inaction relating to the Government's use, handling, transporting, storing, or disposing of hazardous materials or any other related materials in, about, or from the Leased Premises or the Government's use of the Leased Premises as a mail screening, sorting, and handling facility, the Government may not terminate the Lease. In the case of partial destruction or damage that is not due to the Government as described above, if restoration can reasonably be substantially completed within 270 days after the date of the destruction or damage, then the Lease shall not terminate and the rent shall abate, either in its entirety or, if only a part of the Leased Premises is so affected, proportionately based upon the ratio of square footage of the affected part to the total square footage of the Leased Premises during restoration. Any such abatement shall commence upon, and include, the day on which the destruction or damage occurred and shall continue to, and include, the date of substantial completion of the restoration.
10. Notwithstanding anything to the contrary contained in Clause 33 (Proposals for Adjustment) and Clause 34 (Changes) of the General Clauses or elsewhere in the Lease, the Government shall not require the Lessor to perform or accept without the Lessor's prior written consent any changes in the tenant improvements or alterations ("Changes") if the Tenant Improvement Allowance and the cost for any prior Changes have exceeded \$1,800,000.00 cumulatively. For example, if the Tenant Improvement Allowance totals \$457,650.00, the Government shall not require the Lessor to perform or accept without the Lessor's prior written consent any Changes if any prior Changes have exceeded \$1,342,350.00 cumulatively.
11. Notwithstanding anything to the contrary contained in the SFO or elsewhere in the Lease, the Government shall be responsible for maintaining, repairing, and replacing any above-standard tenant improvements and special equipment installed by or for the Government, including but not limited to dedicated/self-contained HVAC equipment, mail screening, sorting, and handling equipment, independent controls, special lighting fixtures, special storage systems, telecommunications equipment, computer equipment, vending facilities, audio-visual equipment, executive kitchens, additional bathrooms, conference room equipment, emergency power systems, special window coverings, modular or systems furniture, data equipment, additional security-related equipment (including but not limited to magnetometers and x-ray machines), appliances, and wiring related to any of the foregoing.
12. All other terms and conditions of the Lease shall remain in force and effect. To the extent that anything contained in this SLA conflicts with, or is in any manner inconsistent with, any term, provision, section, or covenant of the Lease, including but not limited to any Rider, the SFO, the General Clauses, or any prior SLA, the terms and conditions of this SLA control.

