## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

NO. 62

12/22/10

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-11B-00082

5600 Fishers Lane, Rockville, Maryland

THIS AGREEMENT, made and entered into this date by and between Fishers Lane, LLC,

whose address is 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815,

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 extend the term and related matters.

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

As of August 1, 2010, GSA shall have the right to occupy the remaining 447,641 BRSF (above 801,550 BRSF) at the annual rate of \$27.00 per BRSF through March 31, 2011. The percentage of space occupied by the Government will be 100% of the building. Any space leased or occupied under this option shall be in its "as-is" condition. Rental payments for the additional 447,641 BRSF are effective August 1, 2010. For the period of August 1, 2010 to January 31, 2011, GSA will receive a rent abatement of \$6.03 per BRSF on the 447,641 BRSF.

In addition to the monthly rent of \$1,803,487.50 for 801,550 BRSF the Government agreed to pay in SLA 59, the Government shall pay the Lessor \$782,192.25 per month in arrears for the period of August 1, 2010 to January 31, 2011 for the remaining 447,641 BRSF. The combined rent for the period of August 1, 2010 to January 31, 2011 for the 801,550 BRSF and 447,641 BRSF is \$2,585,679.75. After January 31, 2011, the rent abatement will expire, and the rent will be \$27.00 per BRSF on the portion of the 447,651 additional BRSF then occupied by GSA.

For the months of February 2011 and March 2011, GSA has the ability to give back space in whole floor increments on the last day of the preceding month. The returned space must be in Wing B and must be an entire floor that extends from the south side along Parklawn Drive all the way to the Fishers Lane side forming a rectangle as best possible. For example, if GSA vacates 200,000 BRSF in full floor increments on January 31, 2011, February's rent payment will be \$27.00 per BRSF on 247,641 BRSF or \$557,192.25 in addition to the base rent amount of \$1,803,487.50 (\$2,360,679.75). In the event GSA does not give back any space prior to March 31, 2011, the rent for February and March will be \$2,810,679.75 (\$27.00 per BRSF for 447,641 BRSF and the base rent amount of \$1,803,487.50).

If the Government fails to vacate all of the 447,641 BRSF by March 31, 2011, the rental rate will be \$27.00 per BRSF occupied until the Government vacates the space.

The Government's right to lease an additional 50,000 BRSF at no additional cost granted in SLA 59 is withdrawn.

This document will not constitute a payment obligation until execution by the United States.

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 the lease shall remain in force and effect.

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

BY (originature)	MANAGING MEMBEC (Title)
li essed by :)	4445 WILLARD AVE. SUITE 400 CHELY CHASE, MO (Address)
	Contracting Officer, GSA, NCR, PBS (Title)