

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

26

DATE

JUL 29 2011

TO LEASE NO.

GS-11B-00253 (LMD00253)

ADDRESS OF PREMISES

3201 Pennsy Drive
Landover, Maryland 20784

THIS AGREEMENT, made and entered into this date by and between
whose address is:

Landover Pennsy, LLC
c/o MGP Real Estate, LLC
6901 Rockledge Drive, Suite 230
Bethesda, MD 20817

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 hereafter mentioned covenant and agree that the said Lease is amended to provide for revised lease renewal option terms and to confirm the Government's exercise of the revised lease renewal option, as follows:

1. Paragraph 5 of the Lease is revised in its entirety to read as follows:

This Lease may be renewed at the option of the Government for an additional ten (10) year renewal term. The annual shell rent (the rent net of operating expenses and real estate taxes) payable during such renewal term shall be equal to \$2,459,200.00 (\$9.28/square foot), payable at the rate of \$204,933.33 per month in arrears. Such rate shall be in addition to (1) base operating expenses and accrued operating expense adjustments which shall continue during such renewal term, and (2) base real estate taxes and continuing real estate tax adjustments during the renewal term. All other terms and conditions of this Lease shall remain the same and in full force and effect during the renewal term. To exercise the renewal option, the Government must provide written notice of its exercise of the renewal option to the Lessor not less than 360 days prior to the expiration of the firm term of the Lease. The timeliness of any such notice will be computed beginning with the day after the date of mailing.

2. This will confirm that by written notice given to the Lessor on March 21, 2011, the Government exercised the forgoing renewal option. The lease term, square footage, rental rate and other applicable terms and conditions for the renewal term commencing March 18, 2012 shall be as follows:

(a) Lease Term: The term of the Lease is hereby extended for 10 years from the current lease expiration date of March 17, 2012 and the new lease expiration date is hereby established as March 17, 2022.

(b) Square Footage: The square footage of the leased space remains unchanged and is confirmed as 265,000 Rentable/Usable Square Feet.

(c) Annual Rental: The annual rent commencing as of March 18, 2012, subject to adjustment as provided in (c) below, shall be as follows:

Shell Rent	\$2,459,200.00
Base Operating Expenses	\$ 253,515.00
Accrued Operating Expense Adjustments	\$ 56,692.78
Base Real Estate Taxes	\$ 57,250.94
Total Annual Rent	\$2,826,658.72
Monthly Rent (payable in arrears)	\$ 235,554.89

(d) Operating Expense Adjustments: The annual rent shall continue to be adjusted for changes in operating expenses on the anniversary date of the lease each year during the extended term of the Lease. The current accrued operating expense adjustment through March 17, 2010, which amount is included in the annual rent set forth in (b) above is \$56,692.78. The next rental adjustment for operating expenses shall be effective as of March 18, 2011. The Government shall remain responsible directly to the utility provider for the cost of electricity.

(e) Real Estate Adjustments: Base real estate taxes are hereby confirmed to be \$57,250.94, which amount is included in the annual rent set forth in (b) above. The Government shall continue to be responsible for its percentage occupancy share (agreed to be 100%) of real estate taxes over such agreed base amount. It is understood and agreed that real estate tax adjustments have been and shall continue to be calculated based on the real estate taxes payable for the Prince George's County Real Estate Tax Fiscal Year (July 1 through June 30).

(f) Acceptance of Space: The Government acknowledges that it is in possession of the leased space and that no improvements, upgrades or allowance funds are due to the Government in connection with the lease renewal, provided that the Lessor shall remain liable to maintain the site, building and space which comprise the leased premises in accordance with the terms, conditions and requirements of the Lease.

See the Continuation Page for Additional Terms and Provisions of this SLA.

The Lease, as amended by this SLA, remains in force and in effect.

I, _____ of the above date.

I, _____
B _____
(Signature)

IN THE P _____

Manager

C/O MGP Real Estate, LLC
6901 Rockledge Drive, Suite 230
Bethesda, MD 20817

(Address)

Contracting Officer, GSA, NCR, PBS, WPD

(Official Title)