

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b>  No. 1	<b>DATE</b>
	<b>TO LEASE NO.</b> GS-11B-02277	

ADDRESS OF PREMISES: 7475 Wisconsin Avenue  
Bethesda, MD 20814

**THIS AGREEMENT, made and entered into this date by and between Bethesda Crescent (Wisconsin) Co. L.P., whose address is:**

750 9<sup>th</sup> Street, N.W.  
Suite 700  
Washington, D.C. 20001-4524

**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 upon execution by the Government as follows:**

1. SLA No. 1 is hereby issued to establish the lease commencement date (and rent commencement date) of October 11, 2011 for a five year term expiring October 10, 2016 for the premises at 7475 Wisconsin Avenue, Suite 700, Bethesda, MD measuring a total of 11,927 BOMA rentable square feet (BRSF), equivalent to 10,344 ANSI/BOMA Office Area square feet (BOASF).
2. Per the SF-2, the Government shall pay Lessor a total annual rent of \$538,612.08 (\$52.07/BOASF) at the rate of \$44,884.34 per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$134,368.56 equal to [REDACTED]/BOASF (\$12.13/BOASF + [REDACTED]/BOASF for daytime cleaning), base year real estate taxes, and \$41,376.00 to amortize a tenant improvement allowance of \$206,880.00 (\$20.00 /BOASF) at zero percent (0%) annual interest. The operating cost base includes the daytime cleaning premium of [REDACTED] /BOASF. Payment of CPI adjustments on operating costs and adjustments for real estate taxes shall be made by the Government in accordance with SFO #07-015. Rent checks shall be made payable to: Bethesda Crescent Wisconsin Sub LLC and sent to (a) if by U.S. mail: P. O. Box 823610, Philadelphia, PA 19182-3610, (b) if by overnight delivery: Lockbox Number 823610, Route 38 & East Gate Drive, Moorestown, NJ 08057, or (c) if by electronic payment to the following account: [REDACTED] Account No.: [REDACTED] ABA# [REDACTED] (Fed Wires); Ref: Lockbox 823610 and [Invoice #].
3. The Tenant Improvement Allowance of \$206,880.00 has been fully amortized and utilized by the Government and has a remaining balance of zero.

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 base lease shall remain in full force and effect.**

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

LESSOR \_\_\_\_\_ partnership

By Be [REDACTED]

Gregory B. Meyer  
Sr. Vice President

Simon Carney  
Vice President and  
Regional Counsel

BY \_\_\_\_\_

(Title)

IN THE PRESENCE OF (witnessed by)

BY \_\_\_\_\_  
(Signature)

(Title)

LEGAL ASSISTANT

**UNITED STATES OF AMERICA**

BY \_\_\_\_\_  
(Signature)

Contracting Officer, GSA, NCR, PBS  
(Title)