

SSMC 3

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 44	DATE 8/6/12
---	-------------------------------------	----------------

TO LEASE NO. LMD20700

ADDRESS of Premises: 1315 East West Highway, Silver Spring, MD 20910

THIS AGREEMENT made and entered into this date by and between: SSMC III Limited Partnership

Whose address is c/o Foulger-Pratt
9600 Blackwell Road, Suite 200
Rockville, MD 20850

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 lease term for an additional six (6) months and four (4) days.

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

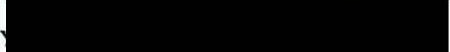
1. The term of the lease for 493,095 BRSF / 428,778 BOASF, with their appurtenances, is hereby extended for an additional six (6) months and four (4) days, beginning on June 27, 2013, and expiring on December 31, 2013 (the "Lease Extension Term")
2. The Government accepts the base building and shell requirements in their configuration and existing condition as of the commencement date of this lease extension, although all performance and maintenance standards in the Lease must continue to be met.
3. The Government shall pay the Lessor \$12,446,778.55 annually / \$1,037,231.55 monthly (the current rental rate at the time of the existing lease expiration) up until October 1, 2013. On October 1, 2013, the rent shall escalate to \$32.11 per BRSF, \$15,833,280.45 annually / \$1,319,440.04 monthly, net of electricity and continue at this rate through December 31, 2013. This rent is inclusive of a base for operating expenses (minus electricity) and real estate taxes and shall be subject to continued operating expense and real estate tax adjustments during the Lease Extension Term as outlined in paragraphs 4.2 and 4.3. All other terms and conditions shall continue under the Lease Extension Term.

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 lease shall remain in force and effect.

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

LESSOR: Silver Spring Metro Center III Limited Partnership

BY  Bryant F. Foulger
The Foulger-Pratt Companies

IN THE PRESENCE OF (witnessed by :)

 9600 Blackwell Road, Suite 200
Silver Spring, MD 20850
(Address)

 Contracting Officer GSA, NCR