

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

Supplemental Agreement
No. 28

DATE
NOV 22 2009

TO LEASE NO. GS-11B-80561

ADDRESS OF PREMISES

6120 and 6130 Executive Boulevard
Rockville, Maryland 20852

THIS AGREEMENT, made and entered into this date by and between Exec Plaza, LLC

whose address is

c/o Prudential
8 Campus Drive
Parsippany, NJ 07054

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 as follows:

1. The Government currently leases a total of 186,785 BOMA Office Useable Square Feet (BOUSF) (214,080 BOMA Rentable Square Feet (BRSF)) of office and related space located in the said buildings (the "Existing Premises"). 130,140 BOUSF / 149,157 BRSF of office space is located on floors 1-8 of the building known as Executive Plaza North, and 56,645 BOUSF / 64,923 BRSF of office space is located on the lower level and floors 1, 2, 5 and 6 of the building known as Executive Plaza South.
2. The Government shall lease an additional 2,093 BOUSF / 2,399 BRSF on the lower level of the building known as Executive Plaza South (the "Expansion Space"). The Existing Premises and the Expansion Space are collectively referred to herein as the "Premises". The total square footage for the Premises after the Expansion Space Commencement Date (defined below) will be 188,878 BOUSF/ 216,479 BRSF
3. The Government shall extend the term of the Premises for one 48 month period, beginning on October 1, 2009 (the "Extended Term Commencement Date") and ending on September 30, 2013 (the "Extended Term Expiration Date"), subject to Section 4 below (the "Extended Term").
4. The "Expansion Space Commencement Date" shall be October 1, 2009 and the "Expansion Space Rent Commencement Date" shall be the date the Expansion Space is accepted by the Government as substantially complete pursuant to the shell conditions specified in the Lease. The Expansion Space Rent Commencement Date shall be memorialized in a separate Supplemental Lease Agreement. Neither party may remeasure the space or claim an adjustment in rent with respect to such final measurement.
5. Effective as of October 1, 2009, the Government shall pay the Lessor new base annual rent of \$6,897,657.60 (i.e., \$32.22 BRSF) payable at a rate of \$574, 804. 80 per month in arrears. Effective as of the Expansion Space Rent Commencement Date, the Government shall pay the Lessor new base annual rent of \$6,974,953.38 (i.e., \$581,246.16 per month) in arrears. Rent for a lesser period shall be prorated. In addition to the new base annual rent, the Government shall continue to pay to Lessor operating expense adjustments and real estate tax adjustments as further described below.
6. The Government does not have any termination or renewal rights.
7. The base year for real estate tax adjustments shall remain unchanged. The percentage of occupancy for calculating the Government's proportionate share of real estate tax adjustments under the Lease for the Existing Premises will continue to be 64.63%. The Government's proportionate share of real estate taxes for the Expansion Space shall be 0.72% (for a total of 65.35%), and the base year for real estate tax adjustments for the Expansion Space shall be the October 1, 2009 through September 30, 2010.
8. The Government shall continue to pay operating expense adjustments for the Premises; provided, however, that the base amount for operating expense adjustments shall be \$5.31 per BRSF. The next such adjustment shall occur on October 1, 2010.

Lessor  Government 

9. The Government shall accept and continue to occupy the Premises in their "as-is" condition and Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises, the parking facility, or the buildings in the preparation for the Government's extended occupancy, except that the acceptance of the Premises "as-is" shall not relieve Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Existing Premises at or above their levels as of the date of this SLA.
10. All electricity costs are excluded from the rental consideration. The Government shall pay the provider directly for such services. The parties acknowledge and agree that, pursuant to this Lease and the related lease (i.e., Lease No. GS-11B-30184) the Government pays for 100% of the electricity costs for both Executive Plaza North and Executive Plaza South and shall continue to do so during the Extended Term.
11. The Government shall be entitled to parking in the on site parking facilities (i.e., a garage and a surface lot) for up to 1,125 standard-sized passenger automobiles. In addition to the base annual rent, the Government shall pay an annual parking fee in the amount of \$1,306,260.00 (i.e., \$108,855.00 per month) in arrears (\$96.76 per space per month multiplied by 1,125). The Government may issue as many parking permits to its employees for such spaces, as are allowable per applicable codes. Commencing on the first anniversary of the Extended Term Commencement Date (i.e., October 1, 2010), and every anniversary (i.e., October 1st) thereafter, the annual parking fee applicable to the entirety of the parking garage shall escalate at a rate of three percent (3%).
12. Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this SLA transaction. Lessor and Broker have agreed to a broker commission of approximately [REDACTED] of the lease value for the Extended Term. The total amount of the commission is [REDACTED]. Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this SLA transaction ("Commission Credit"). The Commission Credit is [REDACTED] and shall be paid as free rent for a portion of the first month of the Extended Term. The Lessor agrees to pay Broker the Commission, less the Commission Credit, in the lump sum amount of [REDACTED], which shall be due to Broker upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Broker.
13. This SLA is being entered into with the understanding that the Government will vacate the space immediately upon expiration of the Extended Term. Lessor will need immediate access to the Premises on the expiration of the Extended Term due to its ongoing leasing activities in the building.

It is understood that only upon execution by the Government does this SLA become binding on both parties.

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:

By _____

[REDACTED]

Vice President

(Title)

In The Presence Of:

[REDACTED]

(Signature)

8 Campus Drive, Parsippany, NJ 07054

(Address)

[REDACTED]

Contracting Officer
GSA, NCR, PBS, CBD
 (Official Title)