

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT	DATE
	NO. 1	
TO LEASE NO.		GS-11B-90153

ADDRESS OF PREMISES 1325 East-West Highway  
Silver Spring,  
Maryland 20910

Page 1 of 2

**THIS AGREEMENT**, made and entered into this date by and between  
Silver Spring Metro Center Limited Partnership

whose address is c/o Foulger - Pratt Development, Inc.  
1355 Piccard Drive  
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.

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

This lease is hereby increased by an additional 1,796 square feet per the attached floor plan. Total space occupied by the Government is increased from 279,952 to 281,748 square feet of office space.

**RENTAL RATE**

The annual rental for the additional space is \$53,880.00 increasing the total annual rental from \$7,040,932.60 to \$7,094,812.60 payable monthly in arrears at the rate of \$591,234.38. The rental rate includes all standard buildout to the space.

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 LIMITED PARTNERSHIP, a Maryland limited partnership,~~  
[REDACTED] ~~UNITED PARTNERSHIP, a Maryland limited partnership,~~  
BY: FOULGER INVESTMENTS, INC., a Maryland corporation  
GENERAL PARTNER (Signature)  
[REDACTED] (Address)

UNITED STATES OF AMERICA  
[REDACTED] (Official Title)

Supplemental Lease Agreement No. 1  
to Lease No. GS-11B-90153

page 2 of 2

**OPERATING COST AND TAX ESCALATIONS**

This block of space will be leased fully serviced. Thus, base operating expenses for purposes of escalation are \$3.51 per square foot and the anniversary date for computing the operating cost escalation will be calendar year 1992. The terms of Paragraph 2(c) of the LEASE ADDENDUM remain in full force and effect for the original leased space. The percentage of Government occupancy for purposes of Real Estate Tax escalation is increased from 96.74% to 97.36%.

**CONSTRUCTION AND RENT COMMENCEMENT**

The Government has prepared, and submitted to the Lessor, design intent drawings. Build out of the space shall commence immediately following the Governments issuance of a notice to proceed. The lessor agrees to deliver the space subject to minor punch list items which do not impede the Governments ability to utilize the premises within <sup>30</sup> calendar days following the issuance of the notice to proceed. Rent will commence upon the earlier of 1) inspection and acceptance by the Government within 5 days following written notification from the Lessor that the buildout of the space (including Tenant build-out and agency specials) is complete, or 2) the Governments occupying the space or any part thereof. *thpc*

**ATTACHMENTS**

Effective immediately, the lease is amended to include the attached GSA Forms 3517 and 3518 (dated 1/91); and the current Forms 3517 (dated 10/89), and 3518 (dated 10/89) in the base lease are deleted in their entirety. *th*