

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
2/28/12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GSB-11B-02293

ADDRESS OF PREMISES 5600 Fishers Lane
Rockville, MD 20850

THIS AGREEMENT made and entered into this date by and between Fishers Lane LLC

whose address is 4445 Willard Avenue, Suite 400
Chevy Chase, MD 20815

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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. Pursuant to this Supplemental Lease Agreement (SLA), the annual rent reflected in Paragraph #3 of the Standard Form 2 (SF-2) for Lease No. GS-11B-02293 dated August 24, 2011 (SF-2) is hereby reduced to exclude Utilities (Electricity, Gas, and Water) totaling \$2,937,112.04 reflected in Lessor's December 17, 2010 Annual Cost Statement, Form line items 9, 11 and 15 (Form 1217). The Government will be solely responsible for paying such Utilities for its leased space outlined in Paragraph #1 of the Lease
2. The Government shall lease from the Lessor a total of 935,386 BOMA rentable square feet (BRSF) equivalent to 823,931 ANSI/BOMA Office Area square feet (ABOASF) of office and related space.
3. Paragraph 3 of the lease is hereby deleted in its entirety and replaced with the following:

"The Government shall pay the Lessor annual rent of \$29,333,704.96 (\$31.36/RSF or \$35.60/ABOASF) at the rate of \$2,444,475.41 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to Fishers Lane LLC, 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815, or in accordance with the provision on electronic payment of funds.

Notwithstanding the foregoing, the rent shall be fully abated for space as accepted by the Government through phased delivery until the abatement is exhausted. The aggregate rental abatement shall be equivalent in value to \$48,406,225.50.

See Continuation Page 2 attached hereto for additional terms and provision of this SLA.

This document shall not constitute a payment obligation until the date of execution by the Government. 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: Fishers Lane LLC

BY _____

Rodney A. Lawrence
Authorized Signatory

(Title)

IN PRESENCE OF _____

4445 Willard Ave, Ste 400, Chevy Chase, MD 20815
(Address)

CONTRACTING OFFICER - NCR

(Official Title)

4. Paragraph 6(A) of the lease is hereby deleted in its entirety and replaced with the following:

"All services, improvements, alterations, repairs, and utilities as defined by this lease."

5. Paragraph 6(l) of the lease is hereby deleted in its entirety and replaced with the following:

"The base amount for annual operating costs adjustments is \$5,143,543.96 (\$5.4988 per BRSF or \$6.2427 per ABOASF), which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO."

6. Paragraph 6(M) of the lease is hereby deleted in its entirety and replaced with the following:

"Commission and Commission Credit – In accordance with SFO Paragraph 2.5, Broker Commission and Commission Credit, CB Richard Ellis ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of years 1-10 and [REDACTED] of years 11-15 of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. [REDACTED], or [REDACTED] of the commission, will be payable to CB Richard Ellis. The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in rent shall commence the month following exhaustion of the rental abatement as described in Section 3, and be spread over three (3) months as a [REDACTED] monthly reduction."

7. Paragraph 6(J) of the lease is hereby deleted in its entirety and replaced with the following:

"Additional overtime beyond Normal Hours Schedule and Regularly Scheduled Overtime as reflected in SFO 08-011 (SFO) shall be provided at a rate of \$5.25 per hour per floor, with a minimum of four hours charged for usage on weekends and federal holidays."

8. Pursuant to Paragraph 6(D) of the SF-2, and SFO clause 1.13A, the Government wishes to accept the warm lit shell credit and shall receive an additional \$17,172,026 in Tenant Improvement Allowance ("Warm Lit Shell Credit") bringing the total Tenant Improvement Allowance to \$48,728,583.30. The Warm Lit Shell Tenant Improvement Credit of \$17,172,026 is separate and apart from the Tenant Improvement Allowance of \$31,556,557.30 amortized in the rent.
9. Notwithstanding paragraphs 1.13 A (9) and 8.12 A (2) of the SFO, base building electrical power distribution panels and circuit breakers shall be provided at Lessor's expense and shall be available to provide no less than 5 watts (5) per ANSI/BOMA Office Area square foot inclusive of lighting and HVAC loads.
10. Notwithstanding paragraph 8.19A (1b) of the SFO, indoor parking shall have a minimum lighting in accordance with local codes.

Lessor



Government

