

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 11
	TO LEASE NO. GS-11B-02293
ADDRESS OF PREMISES 5600 FISHERS LANE ROCKVILLE, MD 20852-1750	PDN Number:

THIS AMENDMENT is made and entered into between: Fishers Lane LLC

whose address is: 4445 Willard Avenue
Chevy Chase, MD 20815

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

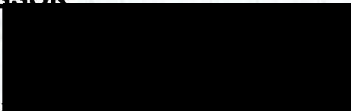
SLA 8, Paragraph 2 is deleted in its entirety and replaced with new Paragraph 2 language:

The gross value of the Rent Abatement Tenant Improvement Allowance of \$48,406,225.50 included the cost of Lessor financing, including but not limited to, issuance costs and interest carry associated with the Rent Abatement Tenant Improvement Allowance. The net funds available to the Government for the Rent Abatement Tenant Improvement Allowance after such Lessor financing costs, including but not limited to, issuance costs and interest carry associated with the Rent Abatement Tenant Improvement Allowance is **\$45,627,549.00**. The total Lessor financing costs, including but not limited to, issuance costs and interest carry was \$2,778,676.50. Such costs are reflected on the attached memorandum #080.

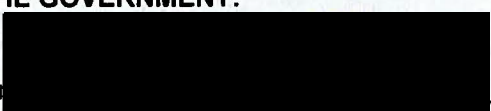
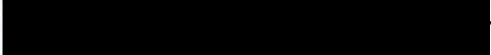
This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the SLA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (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 below date.


FOR THE LESSOR:

Signature: 
 Name: Rodney A. Lawrence
 Title: Authorized Signatory
 Entity Name: Fishers Lane LLC
 Date: 9/29/2014

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: GSA, Public Buildings Service,
 Date: 10/8/14

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: VP Smith
 Title: VP, Development
 Date: 9/29/2014