

<p align="center"><b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE</p> <p align="center"><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO. 3</p>	<p>DATE 7/15/13</p>
<p>ADDRESS OF PREMISES</p>		<p>5600 Fishers Lane Rockville, MD 20850</p>
<p>THIS AGREEMENT made and entered into this date by and between Fishers Lane LLC</p>		
<p>whose address is                   4445 Willard Avenue, Suite 400 Chevy Chase, MD 20815</p>		
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p>		
<p>WHEREAS, the parties hereto desire to amend the above Lease.</p>		
<p>NOW THEREFORE, these parties, for the considerations outlined in this Supplemental Lease Agreement (SLA) covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:</p>		
<ol style="list-style-type: none"> <li>1. Pursuant to Paragraph 3 of the SF-2 for Lease No. GS-11B-02293 dated August 24, 2011 (the "Lease"), as amended by Supplemental Lease Agreement Nos. 1 and 2 (SF-2), the aggregate rent abatement to the Government is \$48,406,225.50.</li> <li>2. The parties hereby agree that instead of the Government receiving the aggregate rent abatement, it will instead receive an additional amount of Tenant Improvement Allowance, such amount to be determined and in addition to the existing Tenant Improvement Allowance of \$48,728,583.30, reflected in Paragraph 8 of Supplemental Lease Agreement No. 1 ("The Additional Tenant Improvement Allowance").</li> <li>3. The amount of the Additional Tenant Improvement Allowance to be received by the Government shall be determined and set forth in a subsequent SLA following the issuance of Lessor financing associated with providing the Additional Tenant Improvement Allowance.</li> <li>4. The amount of the Additional Tenant Improvement Allowance shall generally be calculated as the aggregate rent abatement amount reflected in the SF-2, less the cost of Lessor financing, including issuance and interest carry, associated with the Additional Tenant Improvement Allowance.</li> <li>5. Accordingly, the first \$48,406,225.50 of rent payments paid by Government to Lessor shall be made payable to Fishers Lane LLC or in accordance with the provision on electronic payment of funds.</li> <li>6. Paragraph 4 of the SLA #2 is hereby deleted in its entirety and replaced with the following</li> </ol>		
<p>Future Delay (which is defined as any delay accruing after the date the Government executes this SLA) will be measured against the composite substantial completion date of all three phases as outlined in the Project Schedule, not the Lease Commencement Date. The absolute value of the number of days of one party's delay minus the number of days of delay of the remaining party's delays shall equal the total number of days of delay. Delay as measured against the composite substantial completion date shall then be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. Non-excusable Delay attributable to either party may be proportionally offset by that party by the early completion of one or more of the tasks that are that party's responsibility under the contractual schedule</p>		
<p>If, after the calculation described above is performed, it is found that Government Delay exceeds Lessor Delay, then the Government will make a lump sum payment equivalent to the rent for the number of days of Government Delay. If Lessor Delay exceeds Government Delay, then the rent abatement will be increased by the value of rent for the number of days of Lessor Delay.</p>		
<p>All other terms and conditions of the lease shall remain in force and effect.</p>		

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

LESSOR

BY

IN PRESENCE OF

Rodney Lawrence

Authorized Signatory

(Title)

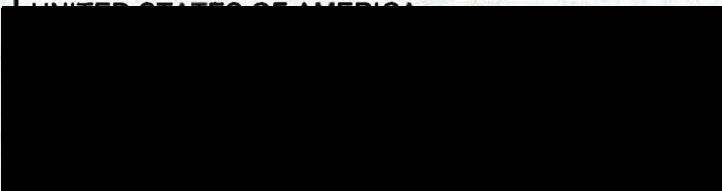
4445 Willard Ave, Sk 400

Chevy Chase, MD 20815

(Address)

CONTRACTING OFFICER - NCR

(Official Title)



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