

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO. 9

DATE  
5/5/14

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, 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 upon execution by the Government, as follows:

1. The Government intends to allocate the allowances (Tenant Improvement Allowance and Warm Lit Shell Allowance) to the construction phases as follows: the TIA for Phase 1A is \$6,303,048.68, for Phase 1B is \$1,901,656.22; and the Warm Lit Shell Allowance is \$3,429,909.06 for Phase 1A, and \$1,034,817.94 for Phase 1B. The remainder of the allowances shall be allocated to Phase 2 or as established in writing by the Government. The remainder of the TIA will be \$23,351,852.40 and the remainder of the Warm Lit Shell Allowance will be \$12,707,299.00.

2. SFO sec.3.3(A)(3) is amended to state "For each of the construction phases agreed to by the parties, if it is anticipated that the Government will spend more than the allowances identified in Paragraph 1 of SLA 9 to be allocated for that construction phase, the Government reserves the right to pay lump sum for the overage when all interior construction is substantially completed for that construction phase and accepted by the Government in accordance with section 5.11(G) of this SFO."

3. The parties agree that upon substantial completion and acceptance by the Government for each subphase of Phase I (Phase 1A consisting of Floors 8-18 of the B Wing and Phase 1B consisting of floors 1-5 of the B Wing), the Lessor may invoice for the completed subphase, and the Government will make a lump sum payment to the Lessor for the costs to build out that sub-phase, to the extent that such costs exceed the Phase 1 allowances defined in Paragraph 1 of this SLA. The allowances identified to be allocated to Phase 2 shall remain available for accounting at substantial completion of Phase 2, or as otherwise directed in writing by the Government. Upon substantial completion and acceptance by the Government of Phase 2, or any defined subphase, the Lessor may invoice, and the Government will make a lump sum payment to the Lessor for the costs to build out that phase, to the extent that such costs exceed the allowances remaining at that time.

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR

BY

(Signature)

Managing Member  
(Title)

(Signature)

George Hayward

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

UNITED STATES OF AMERICA

CONTRACTING OFFICER - NCR

(Official Title)