GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 4/28/2010
	TO LEASE NO. GS-11B-02162	

ADDRESS OF PREMISES
10001 New Hampshire Avenue
Silver Spring, MD 20903-1702

THIS AGREEMENT, made and entered into this date by and between 10001 NEW HAMPSHIRE AVENUE, INC. **whose address is:**

1701 Elton Road
Silver Spring, MD 20903-1702

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate a Warm-Lit Shell Credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon execution by the Government as follows:

1. **Warm-Lit Shell Credit:** This Supplemental Lease Agreement (SLA) is issued to incorporate the Government's acceptance of a Warm-Lit Shell Credit in lieu of the Lessor's obligation to provide the Building Shell requirements set forth in SFO No. 09-025. The accepted credit is in the amount of **$475,804.15**, per the Lessor's proposal dated March 4, 2010 (attached). The Government shall apply this amount to the available Tenant Improvement Allowance under the Lease. There is no change in the rental rate set forth in Paragraph 3 of the SF-2 as a result of the Government's acceptance of the Warm-Lit Shell Credit.

2. **Tenant Improvement Allowance:** The Tenant Improvement Allowance available to the Government, as set forth in Paragraph 6.B of the Lease, i.e. $1,698,896.01, is hereby increased by the amount of the Warm-Lit Shell Credit set forth above. The amended Tenant Improvement Allowance, including this credit, is **$2,174,700.16**. Notwithstanding the foregoing, however, the amount of the amended Tenant Improvement Allowance as set forth above does not reflect any amount previously authorized by the Government to be expended on the initial tenant improvements build-out and deducted from the balance available to the Government. The available balance of the Tenant Improvement Allowance is being separately tracked by the parties.

All other terms and conditions of this Lease not changed hereby shall remain in full force and effect.

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

Lessor: 10001 NEW HAMPSHIRE AVENUE, INC.

BY Jonathan C. Duffie *(Signature)* President *(Title)*

Jonathan Duffie

IN THE PRESENCE OF (witnessed by):

(Signature) 1701 Elton Rd, Silver Spring MD 20903 *(Address)*

Shane Pallin

UNITED STATES OF AMERICA:

BY *(Signature)* Contracting Officer, GSA, NCR *(Official Title)*

James Phelan

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