

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

SUPPLEMENTAL AGREEMENT

No. 3

DATE

8/2/2012

TO LEASE NO: LMD02247

ADDRESS OF PREMISES

1220 Caraway Court  
Largo, Maryland 20774

THIS AGREEMENT, made and entered into this date by and between New Boston Inglewood I, LLC, c/o Transwestern Carey Winston, LLC, , whose address is: 8820 Columbia 100 Parkway, Suite 301  
Columbia, Maryland 21045-2172

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon date of execution by the Government, as follows:

- 1.) The rent commencement date for the entire leased premises of 40,682 BOMA rentable square feet (BRSF) yielding 39,579 ANSI/BOMA Office Area Square Feet (BOASF) of space leased by the Government is established as October 5, 2011. The term of the Lease shall be ten (10) years commencing on October 5, 2011, and ending on October 4, 2021, unless renewed in accordance with Paragraph 5 of SF 2;
- 2.) In accordance with Paragraph 3.3.1 of the SFO, the Government is returning a portion of the Tenant Improvement Allowance (TIA) in an exchange for a decrease in the rent. The original amount of TIA the Government was entitled to was \$1,665,484.32 per BOASF. The amount being decreased from this amount is \$820,223.36. Therefore, \$845,260.96 (\$1,665,484.32-\$820,223.36) is the total of TIA being amortized at 8% in the rent over the ten year firm term.
- 3.) The square footage of ANSI/BOMA Office Area square feet of space to be built out in accordance with the terms of the Lease has been measured and is agreed to be 20,647 BOMA rentable square feet (BRSF) yielding 20,087 ANSI/BOMA Office Area square feet of space; The re-established total annual rent based on the square footage being built out is \$416,862.93 (\$20.19 per BRSF). This includes the tenant improvement allowance of \$845,260.96 (\$42.08 per BOASF).
- 4.) The total amount of TIA awarded as of July 1, 2012 is \$576,798.00. Therefore, the balance of TIA available to award is \$268,461.96.
- 5.) The square footage of ANSI/BOMA Office Area square feet of space not to be built out is 20,035 BRSF yielding 19,492 BOASF. The re-established total rent on the square footage that is not being built out is \$285,098.05 (\$14.23 per BRSF). The square footage has no tenant improvement allowance.
- 6.) The new total annual rent is \$701,960.98 (\$17.25 per BRSF) at the rate of \$58,496.75 per month payable in arrears. This amount is inclusive of the base for annual operating cost adjustments in the amount of \$224,562.58 (\$5.52 per RSF).
- 7.) In accordance with Paragraph 6.K of the SF2, a recalculation of the Commission Credit is due to the reduction in the firm term value of the lease. The total amount of commission credit is now recalculated to be [REDACTED] of the firm term value of the lease). The [REDACTED] forgone by JLL is now [REDACTED]. The rental payments due and owing under this lease for months one (1) through five (5) shall be reduced in equal amounts of [REDACTED] to fully recapture the Commission Credit being utilized as rent credit.
- 8.) Lessor's replacement of the roof system is acceptable to be done "in kind" with an EPDM system rather than the "white TPO" roof as described in Rider #2 of the Lease, and
- 9.) The third sentence of Paragraph 6 H of SF2 is deleted in its entirety and replaced as follows: "Six (6) of the aforementioned reserved parking spaces shall be secured through means acceptable to the Government at the Government's sole cost and expense."

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.

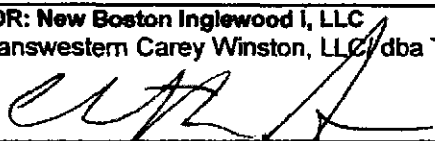
Page 1 of 2

All other terms and conditions of the lease shall remain in full force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: New Boston Inglewood I, LLC

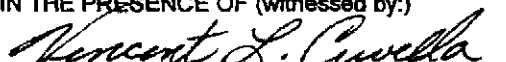
By: Transwestern Carey Winston, LLC dba Transwestern, Receiver pursuant to court order dated 1/4/2011

BY

  
Christopher Sanger (Signature)

Executive Vice-President and General Counsel


IN THE PRESENCE OF (witnessed by:)

  
(Signature)

(Address)

UNITED STATES OF AMERICA

BY

  
James J. Phelan  
Michelle Parrish

Contracting Officer, GSA, NCR, PBS

Page 2 of 2 of SLA #3 to GSA LEASE NO: LMD02247