

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1 TO LEASE NO. GS-11B-02283	DATE APR 9 2012
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ADDRESS OF PREMISES **7700 Wisconsin Ave.
Bethesda, MD 20814-3578**

THIS AGREEMENT, made and entered into this date by and between **Bethesda Place, LP**
 whose address is: **5530 Wisconsin Ave., Suite 1000
Chevy Chase, MD 20815-4330**

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 covenant and agree that the said lease is hereby amended effective **February 1, 2012** as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	Jan	2010 2011	216.400
Corresponding Index	Jan	2011 2012	223.216
Base Operating Cost Per Lease			\$316,494.40
% Increase in CPI-W			0.031497227
Annual Increase In Operating Cost			9,968.696
Less Previous Escalation Paid			\$0.00
Annual Decrease In Operating Cost Due Lessor			\$9,968.70

Effective **February 1, 2012**, the annual rent is decreased by **\$9,968.70**
 The new annual rent is **\$1,471,367.95** payable at the rate of **\$122,614.00** per month.
 The rent check shall be made payable to:

**Bethesda Place, LP
5530 Wisconsin Ave., Suite 1000
Chevy Chase, MD 20815-4330**

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 above date.

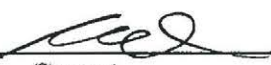
LESSOR: **Bethesda Place, LP**

BY _____ (Signature) _____ (Title)

IN THE PRESENCE OF

(Signature) _____ (Address)

UNITED STATES OF AMERICA

BY  _____ (Signature) _____ Contracting Officer, GSA, NCR, PBS
 _____ (Official Title)