

**Supplemental Lease Agreement  
Number 59**

**Lease Number:** GS-11B-00082

**Date:** 9/10/2009

5600 Fishers Lane, Rockville, Maryland

THIS AGREEMENT, made and entered into this date by and between Fishers Lane, LLC

whose address is 911 E. County Line Road, Suite 204, Lakewood, New Jersey 08701-2069,

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

WHEREAS, the parties hereto desire to amend the Lease to extend the term of a portion of the space leased by the Government for a period of up to five (5) years.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the Lease is amended, effective August 1, 2010 as follows:

1. As of August 1, 2010, the amount of space covered by the Lease shall be reduced to approximately 801,550 BOMA rentable square feet (BRSF) of office space (Reduced Premises) from 1,249,191 BRSF or by 35.83% which is 64.17% of the amount of space leased prior to August 1, 2010. This represents the square footage for the entire building that has been remeasured and agreed to by both parties and memorialized in SLA number 57. The precise location of the Reduced Premises and final square footage leased shall be agreed upon by the Government and the Lessor and shall reflect an R/U factor consistent with the existing 1.2063. The Reduced Premises is 64.17% of the amount of space leased prior to the reduction. Government and Lessor shall use reasonable efforts to agree upon the exact square footage and location for the Reduced Premises by December 31, 2009, but no later than July 31, 2010. A Supplemental Lease Agreement will be executed to memorialize the square footage and location. The Government must continue to lease all special spaces, which are included in the final rental square footage, except the existing child care facility, of which approximately 13,000 BRSF shall continue to be leased and occupied by the Government at no additional cost. The Government shall vacate any and all space in 5600 Fishers Lane, Rockville, Maryland ("Building") not included in the Reduced Premises by July 31, 2010. Government and Lessor shall mutually agree to identify the block of space that will be returned by the Government. The Vacated Portion must be a contiguous block of commercially marketable space that includes an appropriate separate entrance, lobby, and a proportionate share of elevators. Should the Lessor be the successful offeror for the GSA space requirement approved under Prospectus Number PMD-01-WA07, currently being procured under SFO #08-011, Government shall have the right to occupy up to an additional 50,000 BRSF in the building at no additional cost, as long as space is available and will not impact the Lessor's phased building modernization. Should the Lessor not be the successful offeror for the GSA space requirement approved under Prospectus Number PMD-01-WA07, currently being procured under SFO #08-011, the Government shall have a non exclusive right of first offering on up to 50,000 SF of the vacated space at the annual rate set forth below. Any such space leased or occupied under this option shall be in its "as-is" condition.

2. TO HAVE AND TO HOLD the Reduced Premises as described in the above Paragraph One, with their appurtenances for a five (5) year term beginning on August 1, 2010 and expiring on

July 31, 2015 (the "Lease Extension Term"). The Government shall have one termination option effective on July 31, 2013, upon no less than twenty-four (24) months' prior written notice (the "First Termination Option"). In the event the Government does not exercise the First Termination Option, the Government shall have a second option to terminate upon no less than twenty-four (24) month's notice effective on July 31, 2014 (the "Second Termination Option"). Said notice shall be computed commencing with the day after the date of mailing. If the Government fails to vacate the leased premises by the termination date of the First Termination Option, the Government will be provided a grace period of 30 days to vacate the premises or issue a new termination notice for the Second Termination Option. If the Government fails to vacate the premises at the end of the 30 day grace period or issue a new termination notice for the Second Termination Option, the Government is obligated to pay rent for the remainder of the Lease Extension Term. If the Government issues a new Termination Notice for the Second Termination Option and the Government fails to vacate the premises by the termination date of the Second Termination Option, that Option is voided and the Government is obligated to pay rent for the remainder of the Lease Extension Term.

3. The Government shall pay the Lessor the annual rent of \$21,641,850.00 (\$27.00 per BRSF) at the rate of \$1,803,487.50 per month in arrears for the period August 1, 2010 to July 31, 2015. Included in this rent, the Lessor shall provide the Government a move and replication allowance of \$2,000,000.00 to be used to effectuate internal moves pursuant to this SLA upon presentation of documentation of such costs. Should the Government choose not to utilize any portion of the allowance, the unused portion shall be converted to free rent.

The annual rent shall include a new base for Operating Expenses of \$1,834,017.53, which will be increased annually by the CPI as outlined in Lease Number GS-11B-00082 ("Lease"). The annual rent shall also include a new base for taxes of \$2,117,044.42, for which adjustments shall be treated in the same manner as dictated in Lease Number GS-11B-00082.

In the event Landlord shall furnish any utility or service which is included in the definition of Operating Costs to less than ninety-five percent (95%) of the rentable area of the Building because (i) the average occupancy level of the Building for the Operating Costs Base Year and/or any subsequent calendar year was not ninety-five percent (95%) or more of full occupancy, (ii) any such utility or service is not required by or provided to one or more of the tenants or occupants of the Building, and such tenant(s) is(are) not required to contribute its(their) proportionate share thereof, or (iii) any tenant or occupant is itself obtaining or providing any such utility or services directly, then the Operating Costs for such year (including the Operating Costs Base Year) shall be adjusted to include all additional costs, expenses and disbursements that Landlord reasonably determines would have been incurred had the Building been ninety-five percent (95%) occupied during the year in question and such utilities and services provided to all tenants. The intent of this Section 9.7 is to ensure that the reimbursement of all Operating Costs is fair and equitably allocated among the tenants receiving such utilities and services. In the calculation of Operating Costs hereunder, no expense shall be charged more than once. The real estate tax base and all subsequent escalations or decreases shall reflect only that portion of the tax bill attributed to Government's occupancy. Rent checks shall be made payable to Fishers Lane, LLC, 911 East County Line Road, Suite 204, Lakewood, New Jersey 08701-2069, or made in accordance with the provisions for electronic payment of rent.

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remaining items pursuant to the terms of the Lease. Notwithstanding the fact that both Government and Lessor are responsible for the operations of each of their respective portions of the building, the Government shall continue to be responsible for paying 100% of the utilities for the Building. Lessor shall use commercially reasonable efforts to equitably submeter the utilities or otherwise separate the costs attributed to Vacated Portion which shall be credited against the Government's rent. After determining those costs attributed to the Vacated Portion, Lessor shall annually provide the Government with a statement of the credit. The Government shall have thirty (30) days to dispute this statement in writing received by Lessor, after which time the statement will become final and rent will be credited. If challenged, the Government and the Lessor shall work diligently to reach a mutually agreeable amount for the credit. If another Tenant occupies space in the building, operating expenses shall be adjusted to reflect this additional occupancy.

5. Commission and Commission Credit – The Lessor has agreed to pay a commission of [REDACTED] for this transaction. In accordance with the agreement between CBRE (“Broker”) and Government, the Broker shall forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (“Commission Credit”). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker of [REDACTED], of which [REDACTED] shall be due upon full execution of this SLA, and the remaining [REDACTED] shall be due on August 1, 2010.

Notwithstanding Paragraph 3 of this SLA, the shell rental payments due and owing under the Lease shall be reduced to fully recapture the Commission Credit in the amount of [REDACTED] which shall be applied as a credit against the Government's rent for the First Month of the term. Therefore, the adjusted rent due for the First Month of the lease term shall be [REDACTED].

6. Condition of Premises – The Government accepts the base building and the building shell requirements in their configuration and existing condition as of the July 31, 2010 for the 801,550 square foot Reduced Premises described above. There shall be no tenant improvement allowance or base building upgrades included as a part of this agreement, although all performance and maintenance standards in the Lease must continue to be met.
7. Parking is not included in the Rental Rate, except for spaces for 24 official Government vehicles. The rate for parking is as follows: \$65 per permit space per month and \$95 per reserved space per month if the Government enters into a single contract for over 1,500 spaces. Parking shall be located either structured within the building or in the North Parking Lot. Should the Government require limited, non-public access to parking or otherwise secured, fenced parking, such parking shall be paid as “reserved” spaces. The structured parking will be considered “reserved” for purposes of determining rate. The parking area currently being used as “visitor” parking will not be available for permit or reserved spaces to the Government.

A final parking agreement shall be memorialized in a service agreement directly between HHS and Lessor that provides for the leasing of a specified number of parking spaces for the remainder of the term of the lease, and reflects the agreement of the parties that all parking shall be located either structured within the building or in the North Parking Lot.

8. Loading Dock - The Government shall have the sole use of the loading dock unless or until another tenant leases all or a part of the Vacated Portion, at which time a suitable alternative will be negotiated and memorialized in a Supplemental Lease Agreement. If the Government chooses not to share the loading dock with another tenant, the construction of any such additional loading dock or expenses incurred to accommodate any such alternative shall be at the sole cost and expense of the Government. Should the Lessor be the successful offeror for

SFO 08-011, the loading dock may also be used in association with the buildout of space in the building to accommodate Government's continued occupancy.

9. Conditions For Spaces Vacated by the Government – For all spaces vacated on the lease expiration date of July 31, 2010, and any later date thereafter, the Government shall have the same restoration obligations that exist under the current Lease Number GS-11B-00082.

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.

Less

By

[Redacted Signature]

V.P.

(Title)

In Pre

[Redacted Signature]

(Signature)

911 East County Line Rd, Lakewood, NJ 0810  
(Address)

Un

[Redacted Signature]

Contracting Officer