

SUPPLEMENTAL LEASE AGREEMENT

NO. ~~04~~ 65

11/28/11

TO LEASE NO.

GS-11B-00082

5600 Fishers Lane, Rockville, Maryland

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 reflect a Full and Final settlement for the purposes of reconciling the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **September 1, 2011**, as follows:

The Lessor agrees to accept vacant space elsewhere on the premises to reduce Government occupancy to 801,550 RSF. The following itemizes the times and amount of square footage that the Government has given back:

On March 31, 2011, GSA returned 62,899RSF to the Lessor resulting in:

Remaining square footage of 1,076,808RSF (1,139,707RSF - 62,899RSF)
April monthly rent that should have been paid \$2,422,818.00 (1,076,808RSF x \$27.00 /12 months)
April monthly rent paid \$2,564,340.75 (1,139,707RSF x \$27.00/ 12 months)
Difference Owed to GSA \$141,522.75 (\$2,564,340.75 - \$2,422,818.00)

On April 30, 2011, GSA returned 14,048RSF to the Lessor resulting in:

Remaining square footage of 1,062,760RSF (1,076,808RSF - 14,048RSF)
May monthly rent that should have been paid \$2,391,210.00 (1,062,760RSF x \$27.00 /12 months)
May monthly rent paid \$2,564,340.75 (1,139,707RSF x \$27.00/ 12 months)
Difference Owed to GSA \$173,130.75 (\$2,564,340.75 - \$2,391,210.00)

On May 31, 2011, GSA returned 27,446RSF to the Lessor resulting in:

Remaining square footage of 1,035,314RSF (1,062,760RSF - 27,446RSF)
June monthly rent that should have been paid \$2,329,456.50 (1,035,314RSF x \$27.00 /12 months)
June monthly rent paid \$2,564,340.75 (1,139,707RSF x \$27.00/ 12 months)
Difference Owed to GSA \$234,884.25 (\$2,564,340.75 - \$2,329,456.50)

GSA did not return any space from the period of June 1, 2011 to June 30, 2011

Remaining square footage of 1,035,314RSF (same as the previous month)
July monthly rent that should have been paid \$2,329,456.50 (1,035,314RSF x \$27.00 /12 months)
July monthly rent paid \$2,564,340.75 (1,139,707RSF x \$27.00/ 12 months)
Difference Owed to GSA \$234,884.25 (\$2,564,340.75 - \$2,329,456.50)

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On July 31, 2011, GSA returned 49,804RSF to the Lessor resulting in:
Remaining square footage of 985,510RSF (1,035,314RSF - 49,804RSF)
August monthly rent that should have been paid \$2,217,397.50 (985,510RSF x \$27.00 /12 months)
August monthly rent paid \$2,564,340.75 (1,139,707RSF x \$27.00/ 12 months)
Difference Owed to GSA \$346,943.25 (\$2,564,340.75 -\$2,217,397.50)

On August 31, 2011, GSA returned 183,960RSF to the Lessor resulting in:
Remaining square footage of 801,550RSF (985,510RSF - 183,960RSF)
September monthly rent owed \$1,803,487.50 (801,550RSF x \$27.00 /12 months)
September monthly rent anticipated to be paid \$2,564,340.75 (1,139,707RSF x \$27.00/ 12 months)
Difference Owed GSA 760,853.25 (\$2,564,340.75 -\$1,803,487.50)

Effective September 1, 2011, the annual rent is \$21,641,850.00, and the monthly rent is \$1,803,487.50. The total amount due to GSA from the lessor due to rent overpayment from April 1, 2011 to August 31, 2011 is \$1,892,218.50. This reflects the full and final settlement between the Government and the Lessor for this rent overpayment. The Operating Expense base is \$1,834,017.53, which will be increased annually by the CPI as outlined in Lease Number GS-11B-00082. The Real Estate Tax base is \$2,117,044.42, for which adjustments shall be treated in the same manner as dictated in Lease Number GS-11B-00082. The Government's percentage of occupancy within the building is 65.17%.

Pursuant to the aforementioned reconciliation statement above, the Lessor has agreed to make a lump sum payment to the Government in the amount of \$1,892,218.50, which shall be given in the form of rent credit which will take place over 2 (two) consecutive months. This is the full and final settlement agreed to between the Lessor and the Government for this rent overpayment.

GSA agrees to vacate the remainder of Floor 4 to include Wing A, Wing B and headhouse and the "ribbon" and "shoulder" areas on Floors 5 - 18 (as defined on the attached drawings), by relocating Government employees and removing all equipment and conduit from the area of the 2nd floor data center in the footprint of the construction crane, by the end of October 2011.

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.

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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: Fishers Lane LLC

BY

(Signature)

Authorized Signatory

(Title)

IN THE PRESENCE OF

4445 Willard Ave, Ste 400 Chevy Chase, MD 20815

(Address)

Contracting Officer, GSA, NCR, PBS

(Title)