

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No.1
LEASE AMENDMENT		TO LEASE NO. GS-11B-12570
ADDRESS OF PREMISES	1305 East-West Highway Silver Spring, Maryland 20910	PDN Number:

THIS AMENDMENT is made and entered into between SSMC IV Limited Partnership, a Maryland limited partnership whose address is: 9600 Blackwell Road, Suite 200, Rockville, Maryland 20850 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be hereby construed to mean "Lease Amendment".

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective as of the date hereof, as follows:

Section 1.05 of the Lease is deleted in its entirety and the following is substituted therefor:

1.05 TERMINATION RIGHTS (AUG 2011)

The Government shall have the option to terminate this Lease in whole on the 10th, 11th, 12th, 13th, and 14th anniversary dates of the Lease by providing 365 calendar days prior written notice to Lessor of the Government's intent to terminate. The effective date of the termination shall be the anniversary date of the Lease. No rental shall accrue after the date of termination.

If the Government exercises this option then, prior to the effective date of the termination, the Government agrees that it will remove its security equipment from the main building lobby and either eliminate those functions or migrate them to any or all floors that the Government occupies in its/their entirety under Lease No. GS-LMD-12513.

After year 10 and prior to the effective date of the termination the Lessor shall provide the Government with an allowance of \$421,725.00 (\$5.00 per rentable square foot x 84,345 rentable square feet), if the Government elects not to terminate the lease consistent with the options outlined above, and remain in the space for the full 5 year term. The allowance is to be used by the Government for alterations or improvements to the premises covered by this lease. If the Government elects to exercise the termination provision(s), the Lessor will provide the Government with the aforementioned allowance annually in the amount of \$84,345 per year, only for the year in which the Government remains a tenant. For example, if the Government does not exercise its option to terminate this Lease effective on the 10th anniversary date of the lease, then during the 11th year Lease year, the Lessor shall provide the Government with an allowance for \$84,345, with the same being for years 12, 13, and 14. If the Government tenancy remains in year 15 of the lease, at the election of the Government, the allowance can either be used for alterations or improvements to the premises, or if no alterations or improvements are needed, the Government can take the final installment of \$84,345 as a rental abatement.

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 below date.

FOR THE LESSOR: SSMC IV Limited Partnership
By: **SSMC IV Investments, Inc.**
General Partner

FOR THE GOVERNMENT:
Signature: [Redacted]
Name: [Redacted]
Title: [Redacted]

Signature: [Redacted]
Name: FRANK FOLEGER
Title: VICE PRESIDENT
Entity Name: SSMC IV LIMITED PARTNERSHIP
Date: OCT 22, 2013

Date: 10/23/13
GSA, Public Buildings Service

WITNESS:
Signature: [Redacted]
Name: [Redacted]
Title: Vice President
Date: 10/22/13