

<p style="text-align: center;">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p style="text-align: center;"><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO. 2</p>	<p>DATE <i>6/21/2012</i></p>
<p>ADDRESS OF PREMISES</p>		<p>TO LEASE NO. GS-11B-02293</p>
<p>5600 Fishers Lane Rockville, MD 20850</p>		
<p>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, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. WHEREAS, the Government has a lease (GS-11B-00082) at the premises through July 31, 2015, with no termination rights under that lease. WHEREAS, as consideration, in part, for agreeing to a fixed Lease Commencement Date (defined below), the Lessor hereby releases the Government from any and all delay claims that have accrued as of the date of execution of this Supplemental Lease Agreement (SLA) by the Government under Leases GS-11B-00082 and GS-11B-02293. The Government's agreement herein shall not be considered an admission related to any alleged delay claims accruing as of, or prior to, the date of execution of this SLA.</p>		
<p>NOW THEREFORE, these parties, for the considerations outlined in this Supplemental Lease Agreement (SLA) covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:</p>		
<ol style="list-style-type: none"> <li>1. The attached Project Schedule (Attachment 1) supersedes and replaces all references to schedules and delivery dates in the Lease including, without limitation, Section 1.9 of the Solicitation for Offers (SFO). The Project Schedule in Attachment 1 is the controlling schedule until modified by written agreement signed by both parties to the Lease</li> <li>2. Section 6.E of the SF2 is hereby deleted in its entirety and replaced with the following: <i>"The Lease Commencement Date will be August 1, 2015. Space, including all Lessor provided base building improvements and tenant improvements, must be substantially complete to allow phased occupancy per the attached schedule. The schedule is based upon the following conditions:</i> <ol style="list-style-type: none"> <li>1. Government delivery of a final POR by June 29, 2012; and</li> <li>2. The Lessor review and notification to the Government, within two (2) business days after receipt of the POR, of any deficiencies within the POR that prevents the Lessor's discharge of its obligations."</li> </ol> </li> <li>3. If one of the conditions in paragraph 2 above is not met, the Lease Commencement Date is subject to the delay provisions discussed in paragraph 4 below.</li> <li>4. Future Delay (which is defined as any delay accruing after the date the Government executes this SLA) will be measured against the composite substantial completion date of all three phases as outlined in the Project Schedule, not the Lease Commencement Date. The absolute value of the number of days of one party's delay minus the number of days of delay of the remaining party's delays shall equal the total number of days of delay. Delay as measured against the composite substantial completion date shall then be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. Non-excusable Delay attributable to either party may be proportionally offset by that party by the early completion of one or more of the tasks that are that party's responsibility under the contractual schedule  If, after the calculation described above is performed, it is found that Government Delay exceeds Lessor Delay, then the rent abatement detailed in paragraph 3 of the SF-2 shall be decreased by the value of rent for the number of days of Government Delay. If Lessor Delay exceeds Government Delay, then the rent abatement will be increased by the value of rent for the number of days of Lessor Delay.</li> <li>5. Paragraph 5.7 "Liquidated Damages" of the SFO is hereby deleted in its entirety.</li> </ol>		
<p>All other terms and conditions of the lease shall remain in force and effect.</p>		

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR \_\_\_\_\_

BY \_\_\_\_\_ Authorized Signatory  
(Title)

IN PR \_\_\_\_\_ 4445 Willard Ave Chevy Chase, MD  
(Address)

U \_\_\_\_\_ CONTRACTING OFFICER - NCR

E \_\_\_\_\_  
(Official Title)