

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. <u>1</u>	DATE <u>11/17/09</u>
	TO LEASE NO. <u>GS-11B-02113</u>	

ADDRESS OF PREMISES **5 RESEARCH PLACE
Rockville, MD 20850**

**THIS AGREEMENT, made and entered into this date by and between ARE-5 Research Place, LLC whose address is:
c/o Alexandria Real Estate Equities, Inc.
946 Clopper Road
Gaithersburg, MD 20878**

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

WHEREAS, the parties hereto desire to amend the above Lease to adjust the obligation for payment of utilities and services provided to the leased premises and related matters.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. **Electricity and Gas Service:** The Consumer Product Safety Commission hereby agrees to become responsible for payment directly to the utility provider for all electricity and gas services to the leased premises. Accordingly, effective upon the Lease Substantial Completion, the Government shall register all electric and gas meters at the leased premises in the name and address designated by the Government for payment of these utility charges. The Lessor shall have no further duty or obligation to pay for electricity or gas services to the leased premises during the term of this Lease. All references in the Lease to the provision of electricity and gas services by the Lessor during the term of this Lease are hereby deemed of no further force and effect.
2. **Annual Rent:** In consideration of the assumption by the Government of the responsibility to pay for all electricity and gas services under this Lease, the annual rent shall be decreased by ~~\$98,332.08~~ per annum. Accordingly, the annual rent set forth in Paragraph 3 of the SF-2 to this Lease is hereby amended to \$2,483,815.38, which rent shall be paid monthly in arrears at the rate of \$206,984.62. Rent for a lesser period shall be prorated.
3. **Operating Costs Adjustments:** The base for operating cost escalations is hereby adjusted to deduct the amount formerly included for the electricity and gas services provided by the Lessor. Accordingly, Paragraph 6.E of the SF-2 to this Lease is hereby deleted in its entirety and replaced by the following:

E. For the purposes of Paragraph 3.6 "Operating Costs," and 3.7 "Operating Costs Base," of the SFO, as of the date hereof, the operating cost base is \$412,483.92 (\$6.46/BRSF). The Lessor shall provide all utilities and services required under the SFO, excluding all electricity and gas services to the leased premises, which utility costs shall be borne directly by the Government in accordance with this Agreement.

[continued on next page]

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

Lessor: ARE-5 RESEARCH PLACE, LLC, a Maryland limited liability company

BY: ALEXANDRIA REAL ESTATE EQUITIES, L.P., a Delaware limited partnership, managing member
 BY: ARE-ORS Corp, a Maryland corporation, general partner

JACKIE CLEM
 VP - RE LEGAL AFFAIRS

 (Title)

IN THE PRESENCE OF (witnessed by):

 (Signature)

 (Address)

UNITED STATES OF AMERICA:

BY: _____
 (Signature)
 James Phelan

Contracting Officer, GSA, NCR
 (Official Title)

4. **Overtime HVAC Services:** Because the Government is responsible for payment directly to the utility provider for all electricity and gas services to the leased premises, there shall no longer be a charge to the Government for overtime HVAC utilities. Accordingly, Paragraphs 6.G and 6.H of the SF-2 to this Lease are hereby deleted in their entirety from this Lease.
5. **Adjustment for Vacant Premises:** The Adjustment for Vacant Premises set forth in Paragraph 6.I of the SF-2 to this Lease is hereby amended to delete the amount previously included for electricity and gas services. Accordingly, the amended Adjustment for Vacant Premises shall be \$1.54 per BRSF, which amount shall supersede and replace the amount set forth in Paragraph 6.I of the SF-2 to this Lease.
6. **Application of the Commission Credit to the Payment of Annual Rent** As set forth in Paragraph 6.P of the SF-2 to this Lease, the Government is entitled to recapture the Commission Credit by reducing the shell rental payments due and owing under this Lease for the seventh (7th) and eight (8th) months of the term. Accordingly, in order to correct the amounts due as the result of the Government's payment for all electricity and gas services, the final two paragraphs of Paragraph 6.P of the SF-2 to this Lease are hereby deleted in their entirety and replaced by the following:

Seventh Month's Rental Payment - \$206,984.62 - minus prorated Commission Credit of [REDACTED] equals [REDACTED] which amount shall be the adjusted monthly rent due for the seventh month of the Lease term.

Eight Month's Rental Payment - \$206,984.62 - minus prorated Commission Credit of [REDACTED] equals [REDACTED], which amount shall be the adjusted monthly rent due for the eighth month of the Lease term.

The full monthly rental payments as set forth in Paragraph 3 of the lease - \$206,984.62, shall commence for the ninth month of the Lease term.

Initials: Lessor _____ /Government 