

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. <u>2</u>	DATE <u>3/30/11</u>
	TO LEASE NO. GS-11B-02113	

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 establish a lease commencement date, incorporate an extension option 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. Lease Commencement & Term:** The Government hereby acknowledges and agrees that the delivery of the leased premises has been delayed due to Government delay during the design of the tenant improvements under the Lease. The parties desire to settle all such Government delays by establishing a fixed lease and rent commencement date herein. Accordingly, the Lease Commencement Date is hereby established as December 1, 2010, and the firm term of this Lease shall continue for ten (10) years firm until November 30, 2020. The six (6) month rent abatement period set forth in Paragraph 3 of the Lease shall extend from December 1, 2010 through May 31, 2011. Payment by the Government of the annual rent owed under this Lease shall commence on June 1, 2011.
- 2. Lease Renewal Option:** The Government is hereby granted the right and option to extend the term of this Lease for an additional firm term of five (5) years, [REDACTED] of this Lease. Such renewal option shall become effective provided the Government delivers written notice to the Lessor of the execution of the option not later than 180 days prior to the expiration date of the firm term of the Lease. In the event that the Government exercises this renewal option, the annual rent will continue to be subject to adjustments for operating costs and real estate taxes using the same bases established during the firm term of the Lease.
- 3. Additional Rent Abatement:** In the event that the Government exercises the renewal option set forth in Paragraph 2 above on or before May 1, 2011, the Lessor agrees to extend the six (6) month rent abatement period set forth in Paragraph 3 of the Lease for an additional four (4) months from May 31, 2011 through September 30, 2011. After expiration of this additional four (4) month abatement period, the payment of rent due under the Lease shall commence.
- 4. No Liquidated Damages:** Any reference in the Lease to liquidated damages is hereby deleted from the Lease.

All other terms and conditions of the Lease shall remain in full force and effect.

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-QRS CORP., a Maryland corporation, general partner**

BY _____ JENNIFER PAPPAS
 _____ SVP - GENERAL COUNSEL
 (Signature) (Title)

IN THE PRESENCE OF (witnessed by):

 (Signature) (Address)

UNITED STATES OF AMERICA:
 BY _____ James Phelan

 _____ Contracting Officer, GSA, NCR
 _____ (Official Title)

HERE SIGN