

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE <i>2/16/11</i>
	TO LEASE NO. GS-11B-02162	

ADDRESS OF PREMISES
 10001 New Hampshire Avenue
 Silver Spring, MD 20903-1702

THIS AGREEMENT, made and entered into this date by and between 10001 New Hampshire Avenue, Inc. whose address is:
 1701 Elton Road
 Silver Spring, MD 20903-1702

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 commence the rent 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:

- Space Acceptance:** This Supplemental Lease Agreement (SLA) is issued to reflect the Government's acceptance of the leased premises, confirmed to include 51,728 BOMA Rentable Square Feet (BRSF) such yielding 48,443 BOMA Office Area Square Feet (BOASF) located on floors 1-4 and in the garage file room of the building located at 10001 New Hampshire Avenue, Silver Spring, MD 20903-1702 as follows: the 3rd and 4th floors were accepted as of October 18, 2010; the 2nd floor was accepted as of October 25, 2010; and, the 1st floor and garage file room were accepted as of November 1, 2010. The composite acceptance date for the entire leased premises is October 23, 2010.
- Rent Commencement & Lease Term:** Effective October 23, 2010, the obligation to pay rent for the 51,728 BRSF of space (48,443 BOASF) has commenced. The ten (10) year firm term of the Lease commenced on October 23, 2010, and shall expire on October 22, 2020. The annual rent for this space is **\$1,721,507.84** (\$33.28/BRSF), payable at the rate of **\$143,458.99** per month in arrears. Rent for a lesser period shall be prorated. The annual rent for the first six (6) months of the lease term through April 22, 2011 shall be abated in full, and the rent shall be adjusted for the 7th and 8th months to recover the Commission Credit as set forth in Paragraph 6.E of the Lease.
- Tenant Improvement Allowance:** The parties acknowledge and agree that the Government has obligated the entire Tenant Improvement Allowance, as amended, for the initial tenant improvements provided by the Lessor, and that the remaining balance is \$0.00.
- The operating cost base for calculating future adjustments in accordance with SFO Section 4.3 is \$387,442.72 (\$7.49/BRSF; \$8.00/BOASF), and the first CPI adjustment for operating cost increases will be effective October 23, 2011.
- The Government's percentage of occupancy for real estate tax adjustments is confirmed to be 100%.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due hereunder will not accrue interest until that time.

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

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

Lessor: 10001 NEW HAMPSHIRE AVENUE, INC.

BY *Jonathan C. Duffie*
 (Signature)

Jonathan C. Duffie - President
 (Title)

IN THE PRESENCE OF (witnessed by):

Shane Pollin
 (Signature)

1701 Elton Road, Silver Spring, MD 20903
 (Address)

UNITED STATES OF AMERICA:

BY *James Phelan*
 (Signature)
 James Phelan

Contracting Officer, GSA, NCR
 (Official Title)