

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 3

DATE

7/27/2011

TO LEASE NO.

GS-11B-02171

ADDRESS OF PREMISES 1451 Rockville Pike
Rockville, MD 20852-1486

THIS AGREEMENT, made and entered into this date by and between CARR PROPERTIES WOODMONT PLACE, LLC
whose address is: 1776 Eye Street, NW
Suite 500
Washington, DC 20006-3700

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:

1. **Space Acceptance:** This Supplemental Lease Agreement (SLA) is issued to reflect the Government's acceptance of the leased premises, confirmed to include 44,761 BOMA Rentable Square Feet (BRSF) such yielding 40,015 BOMA Office Area Square Feet (BOASF) located on the entire second (19,963 BOASF) and third (20,052 BOASF) floors at 1451 Rockville Pike, Rockville, Maryland 20852-1486, as follows: The acceptance date for the entire leased premises is February 4, 2011.
2. **Rent Commencement & Lease Term:** Effective February 4, 2011, the obligation to pay rent for the 44,761 BRSF of space (40,015 BOASF) has commenced. The five (5) year term of the Lease commenced on February 4, 2011, and shall expire on February 3, 2016. The annual rent for this space is \$1,696,384.71 (\$42.39/BRSF), payable at the rate of \$141,365.39 per month in arrears. Rent for a lesser period shall be prorated. The government shall be entitled to a rent abatement in the amount of \$235,088.13 (2 month's of rent abatement excluding daytime cleaning and parking) in the first two months of the firm term of this lease.
3. **The Tenant Improvement credit** of \$ 598,823.00 for the Warm-Lit Shell is separate and apart from the Tenant Improvement Allowance of \$1,683,831.20 amortized in the rent.
4. **Tenant Improvement Allowance:** The parties acknowledge and agree that the Government has not obligated the entire Tenant Improvement Allowance, as amended, for the initial tenant improvements provided by the Lessor, and that the remaining balance will be memorialized in an Supplemental Lease Agreement (SLA).
5. **The operating cost base** for calculating future adjustments in accordance with SFO 07-015 is \$349,731.10 (\$8.74BOASF)..
6. **The Government's percentage of occupancy** for real estate tax adjustments is confirmed to be 42.72%, based on 44,761 BRSF/104,782 BRSF.

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.

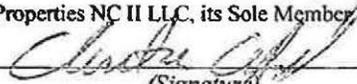
Lessor: CARR PROPERTIES WOODMONT PLACE, LLC

By: 1451 Rockville Pike, LLC, its Sole Member and Manager

By: Carr Properties RE II LLC, its Sole Member and Manager

By: Carr Properties NC II LLC, its Sole Member

BY


(Signature)


(Title)

IN THE PRESENCE OF (witnessed by):


(Signature)

(Address)

UNITED STATES OF AMERICA:

BY


(Signature)
James Phelan

Contracting Officer, GSA, NCR
(Official Title)