

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5 TO LEASE NO. GS-11B-02214	DATE JUL - 2 2012
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ADDRESS OF PREMISES **7501 Wisconsin Ave
Bethesda, MD 20814-6519**

THIS AGREEMENT, made and entered into this date by and between **7501 Wisconsin Ave LLC**
whose address is: **7501 Wisconsin Ave, Suite 1500 East
Bethesda, MD 20814-6522**

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective **July 1, 2011** as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	June	2010	213.839
Corresponding Index	June	2011	222.522
Base Operating Cost Per Lease			\$648,434.16
% Increase in CPI-W			0.040605315
Annual Increase In Operating Cost			26,329.873
Less Previous Escalation Paid			\$0.00
Annual Decrease In Operating Cost Due Lessor			\$26,329.87

Effective **July 1, 2011**, the annual rent is decreased by **\$26,329.87**
The new annual rent is **\$3,087,591.79** payable at the rate of **\$257,299.32** per month.
The rent check shall be made payable to:

**7501 Wisconsin Ave LLC
PO Box 17377
Bethesda, MD 21297-1377**

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

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

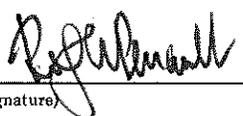
LESSOR: **7501 Wisconsin Ave LLC**

BY _____ (Signature) _____ (Title)

IN THE PRESENCE OF

(Signature) _____ (Address)

UNITED STATES OF AMERICA

BY  _____ (Signature) _____ Contracting Officer, GSA, NCR, PBS (Official Title)