

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE**

**SUPPLEMENTAL
AGREEMENT
NO. 1**

DATE

November 2, 2010

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-11B-02232

ADDRESS OF PREMISES: 7700 Wisconsin Avenue, Bethesda, MD 20814-3578

THIS AGREEMENT, made and entered into this date by and between: **Bethesda Place Limited Partnership**
Whose address is: c/o Polinger Shannon and Luchs Company
5530 Wisconsin Avenue, Suite 1000
Chevy Chase, MD 20815-4330 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 mentioned covenant and agree that the said Lease is amended, effective October 30, 2010 as follows:

1. This Supplemental Lease Agreement (SLA) is issued to establish the Government's acceptance of an increase in square footage in the amount of **12,771 ANSI BOMA Rentable Square Feet (BRSF)** yielding **10,785 ANSI BOMA Office Area Square Feet (BOASF)** located on a portion of the 9th floor of the building located at 7700 Wisconsin Avenue, Bethesda, MD 20814-3578. With the expansion space the Government will occupy the entire ninth floor.
2. The new rentable square feet under this lease, GS-11B-02232 shall be **85,431 ANSI BOMA Rentable Square Feet (BRSF)** yielding **72,148 ANSI BOMA Office Area Square Feet**. The term for the expansion space of 12,771 BRSF shall be co-terminous with the lease firm term expiration on September 29, 2015.
3. Commencing October 30, 2010, the total annual rent shall be **\$3,575,287.35 (\$41.85 /BRSF)** at the rate of \$297,940.62 per month in arrears. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$215,700.00 (\$20.00/BOASF) for the expansion space. The Tenant Improvement is included in the rent and amortized at a rate of 0% over the five year firm Lease term. For purposes of SFO Paragraph 4.3, the operating cost base is \$792,799.68 or \$9.28 per BRSF for 85,431 BRSF. The Government's percentage of occupancy is 32.49%, based on occupancy of 85,431 BRSF in a building of 262,925 BRSF.
4. The Government may renew the Lease for a term of [REDACTED] upon 365 days written notification at the new annual rental rate of \$ [REDACTED] at the rate of [REDACTED] per month in arrears plus accrued operating costs and real estate tax adjustments as set forth in the paragraph 5 of the SF-2.
5. Paragraph 6.M. of the SF-2 pertaining to abandoned personal property existing in the Premises shall apply to the expansion space under this SLA.
6. Per Paragraph 6.I. of the SF-2, during the term of the lease, the Government, including Government employees occupying the leased premises, may purchase additional parking permits. As part of the expansion space of 12,771 BRSF, the Government, separate and apart from the rent, may purchase an additional 29 parking spaces at the then-market rates.
7. This document will not constitute an obligation until the date of execution by the United States. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

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

(Signatures on the following page)

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

LESSOR: Bethesda Place Limited Partnership

By: 7700 Wisconsin Corp., Gen Partner

BY *[Signature]*
(Signature)

Vice President
(Official Title)

IN PRESENCE OF

Arnold Polinger
(Signature)

5530 Wisconsin Ave. Suite 1000
Cherry Chase, MD 20815
(Address)

UNITED STATES OF AMERICA/ General Services Administration

BY *[Signature]*
(Signature)

Contracting Officer, GSA
(Official Title)