

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 75 TO LEASE NO. GS-03B-40131	DATE May 3, 2012
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ADDRESS OF PREMISE 1500 Woodlawn Drive
Woodlawn, Maryland 21207-4009

THIS AGREEMENT, made and entered into this date by and between
Security Land and Development Company, Limited Partnership
c/o Cafritz Interests, Inc. - suite 600
whose address is 1660 L Street, NW
Washington, DC 20036-5676
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 **add one (1) ten year renewal option at the terms as set forth below.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 25, 2012 as follows:

A. Option Exercise Prerequisites: The Government's exercise of this option is contingent upon obtaining any necessary congressional or executive branch approvals. Subject to said approvals, the Government may exercise this option by providing written intent to the Lessor on or before December 31, 2015. In advance of the Government's exercise of the option, the Lessor agrees to cooperate with the Government in the conduct of any Government review or studies necessary for approval of the exercise of the option.

B. Paragraph 5 of the Standard Form 2 of the Lease is hereby reinstated to add the following terms to the Lease:

"5. This lease may be renewed at the option of the Government for the following terms and at the following annual rentals:

Term: The lease shall be renewed for ten (10) consecutive years commencing on November 1, 2018. On or after November 1, 2020, the Government may terminate this lease, in whole, at any time by providing at least twenty-four (24) months written notice to the Lessor and no rental shall accrue after the effective date of termination. On or after November 1, 2020, the Government may partially terminate this lease (vacate up to 266,353 ANSI/BOMA Office square feet), at any time by providing at least twelve (12) months written notice to the Lessor and no rental shall accrue on the vacated space after the effective date of termination. Said notices shall be computed commencing with the day after the date of mailing.

Procedure: The Government shall provide written intent to exercise this renewal option by December 31, 2015, subject to required approvals. The annual rent of [REDACTED] pending required approvals. In the event the Government does not obtain required approvals, the Government shall have the right to withdraw the intent to exercise the renewal option without penalty and such renewal shall be of no force and effect. In the event of a holdover, the Government will pay the same rent in effect as of the lease expiration date, and such rent shall continue to be subject to adjustments for operating costs and real estate taxes in accordance with the existing bases established under the current lease.

This SLA contains 2 pages
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSEE: [REDACTED] Company, Limited Partnership
BY: [REDACTED] CHAIRMAN OF G.P. / SECURITY LAND AND DEVELOPMENT CO
(Title)
IN TEST: [REDACTED]
[REDACTED] 1660 L STREET, SUITE 600, WASHINGTON, DC
(Signature) (Address) 20036

UNITED STATES OF AMERICA - Public Building Services - Real Estate Acquisition Division
BY: [REDACTED] _____
Contracting Officer
(Official Title)

Premises: The Government occupies 824, 563 Rentable square feet / 717,011 ANSI/BOMA Office area square feet of office space including 2,132 government use parking spaces. Any time on or after November 1, 2020, the Government may reduce the square footage to a minimum of 497,533 Rentable square feet / 450,658 ANSI/BOMA office area square feet of office space including 2,132 government use parking spaces upon twelve (12) months written notice to the Lessor and no rental shall accrue on the vacated space after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. In the event that the premises are reduced, the balance of the building not leased by the Government shall be available to the Government as an expansion option for the same terms and conditions as the rest of the leased premises.

Rent: The Government shall pay an annual rent of \$11,956,163.50 (\$14.50/RSF), plus accrued escalations, throughout the renewal option. Operating costs will continue to be adjusted annually per the CPI using the agreed operating cost base amount already established in this Lease. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in the Lease using the agreed real estate tax base year amount already established in this Lease.

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

Lessor CC & Govt JK