

**Quantico**  
**CORPORATE CENTER**  
*at Stafford, Virginia*

June 3, 2010

Washington Real Estate Investment Trust  
6110 Executive Boulevard, Suite 800  
Rockville, MD 20852  
Attention: George F. McKenzie, President and CEO

Re: Letter Agreement Concerning Supplemental Parking Area (the  
“**Agreement**”)

Dear Mr. McKenzie:

Reference is hereby made to that certain Purchase Agreement (the “**Purchase Agreement**”), dated May 27, 2010, by and between QUANTICO BUILDING G, LLC, a Florida limited liability company (“**Seller**”), and WASHINGTON REAL ESTATE INVESTMENT TRUST, a Maryland real estate investment trust (“**WRIT**”), pursuant to which Seller has sold to WRIT, as of the date hereof, certain improved real property located in Stafford County, Virginia known as “Parcel E, Quantico Corporate Center” (the “**Property**”). Capitalized terms, not otherwise defined in this letter, shall have the meanings given to such terms in the Purchase Agreement.

1. In consideration of WRIT’s purchase of the Property, the undersigned Quantico Business Center, LLC (“**Quantico**”) has agreed to enter into this Agreement to assure WRIT that parking will be available to satisfy the requirements of the Government Lease (as hereinafter defined) relating to parking. Quantico is an Affiliate of Seller and has benefited from the sale of the Property.

2. The Property is subject to a U.S. Government Lease for Real Property (Lease No. N40080-09-RP-00029) between Seller, as Lessor, and the United States of America (the

“**Government**”), as Lessee, dated March 20, 2009, as amended by a Supplemental Lease Agreement dated July 17, 2009, a Supplemental Lease Agreement dated September 23, 2009 and a Supplemental Lease Agreement dated December 17, 2009 (collectively, as the same may be further amended or supplemented, the “**Government Lease**”), pursuant to which the Government leases from Seller certain space within the building located on the Property.

3. Under and pursuant to the provisions of the Government Lease, Seller agreed to provide the Government with eighty-five (85) parking spaces (the “**Government Supplemental Parking Spaces**”) on a surface parking lot located on a property adjacent to the Property owned by Quantico. In satisfaction of the Seller’s requirement under the Government Lease, Quantico constructed a surface parking lot for the Government’s use in the location shown on Exhibit A attached hereto and incorporated herein by this reference (the “**Government Parking Lot**”). Subject to certain requirements contained in the Government Lease, Lessor is permitted to relocate the Government Parking Lot. These requirements are set forth in Paragraph 14 of the Rider attached to the Government Lease, a copy of which is attached hereto and made a part hereof as Exhibit B.

4. In consideration of WRIT’s purchase of the Property, Quantico agrees to provide the Government, but only the Government, continued use of the Government Parking Lot (or another replacement parking area provided by Quantico that satisfies the requirements of the Government Lease) for so long as the Lessor is required to provide the Government Supplemental Parking Spaces to the Government under the provisions of the Government Lease.

5. This Agreement shall automatically terminate if (a) WRIT, or one of its Affiliates purchases, the parcel of land on which the Government Parking Lot is located, or (b) the Government Lease terminates for any reason other than its termination by the Government following Quantico’s failure to comply with Paragraph 4 above and the resulting default by WRIT, as Lessor, under the Government Lease, or (c) the Lessor under the Government Lease is no longer required to provide the Government Supplemental Parking Spaces under Paragraph 14 of the Rider to the Government Lease attached hereto as Exhibit B .

6. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

7. This Agreement shall be governed by the laws of the Commonwealth of Virginia. In no event shall either party record this Agreement, or a memorandum hereof, in the land records of Stafford County.

8. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no agreements or understandings between them, written or oral, relating to the subject matter hereof, other than as set forth herein.

9. WRIT and Quantico, their respective Affiliates, and any Person under each party's control shall hold this Agreement to be confidential and shall not disclose the terms herein. Notwithstanding the foregoing, each party may disclose this Agreement to a prospective purchaser or mortgagor of a property and to their attorneys and accountants, or as otherwise may be required under state and federal laws requiring the divulgence of information, or as may be required by legal process. In no event shall either party record this Agreement, or a memorandum hereof, in the land records of Stafford County.

If these terms are acceptable, please confirm WRIT's acceptance by signing below.

Sincerely,

Quantico Business Center, LLC

By: SHS Quantico, LLC, its Manager



By

  
\_\_\_\_\_  
B. Judson Honaker, Jr., President

The foregoing is hereby confirmed and agreed to:

WASHINGTON REAL ESTATE INVESTMENT TRUST, a Maryland real estate investment trust

By: \_\_\_\_\_

George F. McKenzie  
President and  
Chief Executive Officer

8. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no agreements or understandings between them, written or oral, relating to the subject matter hereof, other than as set forth herein.

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By \_\_\_\_\_  
B. Judson Honaker, Jr., President

The foregoing is hereby  
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WASHINGTON REAL ESTATE INVESTMENT  
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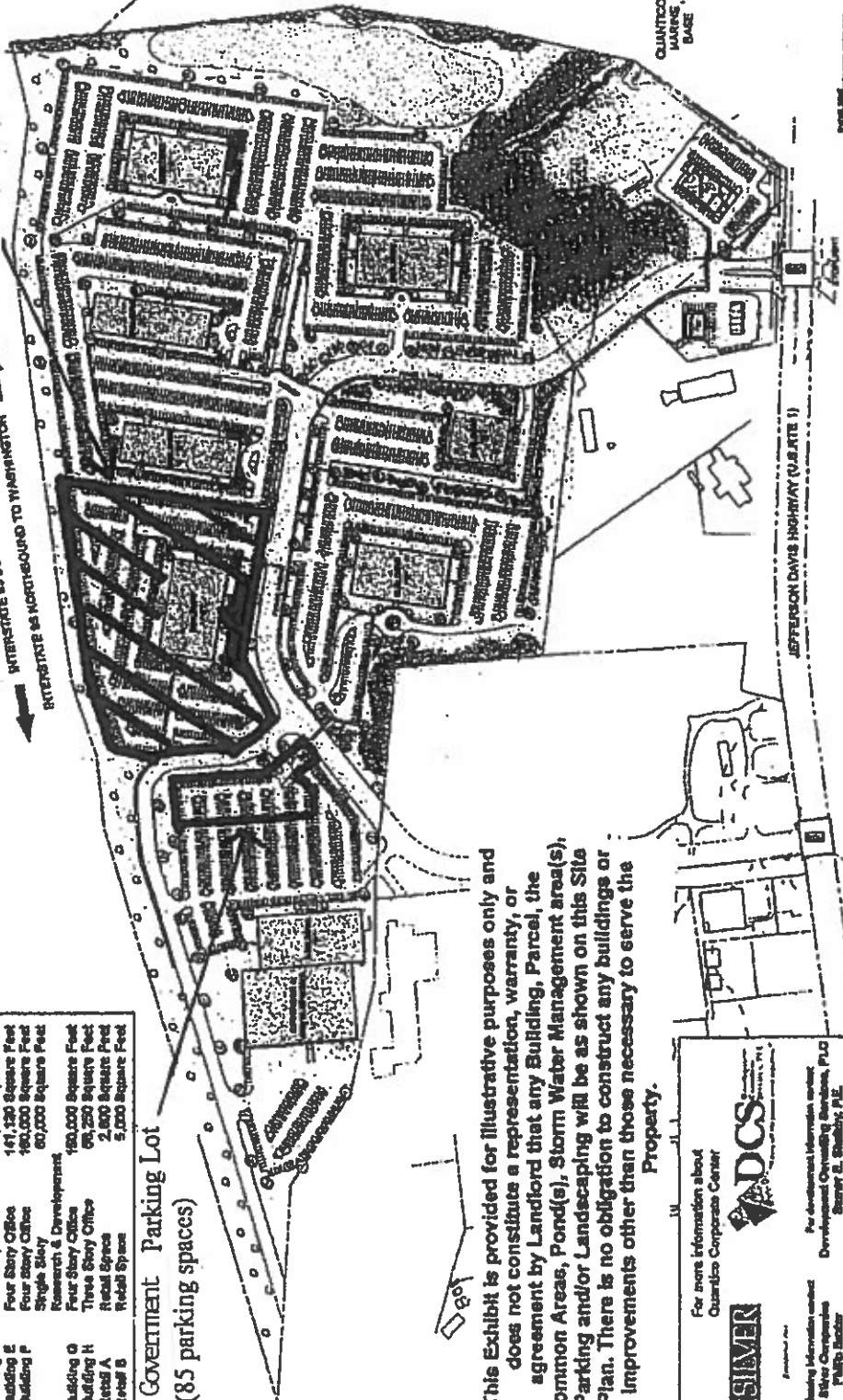
By:   
George F. McKenzie  
President and  
Chief Executive Officer

EXHIBIT A

# Quantico Corporate Center at Stafford

Building G - "Property"  
(2 designated parking spaces &  
78 unreserved parking spaces)

INTERSTATE IS ROUTED TO FREDERICKSBURG  
INTERSTATE IS ROUTED TO WASHINGTON



**Space Summary**

Building A	150,000 Square Feet
Building B	150,000 Square Feet
Building C	124,000 Square Feet
Building D	124,000 Square Feet
Building E	141,150 Square Feet
Building F	160,000 Square Feet
Single Story	60,000 Square Feet
Research & Development	
Building G	150,000 Square Feet
Building H	65,250 Square Feet
Retail A	2,800 Square Feet
Retail B	5,000 Square Feet

Government Parking Lot  
(85 parking spaces)

This Exhibit is provided for illustrative purposes only and does not constitute a representation, warranty, or agreement by Landlord that any Building, Parcel, the Common Areas, Pond(s), Storm Water Management area(s), Parking and/or Landscaping will be as shown on this Site Plan. There is no obligation to construct any buildings or improvements other than those necessary to serve the Property.

For more information about Quantico Corporate Center

**SIMEN**

For leasing information contact:  
Steve Christopherson  
Project Manager  
(540) 548-1142  
simen@simen.com

**DCS**

For development information contact:  
Development Consulting Services, PLLC  
Barry E. Stalling, P.E.  
(404) 368-1827  
barry@dcscorp.com

Sheet No.	Total Sheets
1	1

Quantico Corporate Center  
Site Plan  
Scale: 1/4" = 1'-0"



QUANTICO CORPORATE CENTER  
MASTER PLAN

Sheet No.	Total Sheets
1	1

QUANTICO MARINE BASE

JEFFERSON DAVIS HIGHWAY (ROUTE 1)

**Exhibit B**

Paragraph 14 of Rider to GSA Lease

14. Parking provided to the Government shall not be less than 165 parking spaces to be comprised of the following: two (2) designated and marked parking spaces to be located at the closest entrance of the building to the Government leased space; seventy-eight (78) unreserved parking spaces in Building G's surface parking lot; and eighty-five (85) parking spaces located in a supplemental parking lot, which Lessor agrees to construct to be located adjacent to and immediately south of Building G's surface parking lot as shown on Building G Site Plan attached to this Lease as Exhibit B. The supplemental parking lot shall be improved with the same quality improvements (i.e. pavement, lighting, marked parking spaces) as the Building G surface parking lot. The Lessor shall have the right to relocate the supplemental parking lot during the Lease term, with at least four (4) months written notice to the Government, to another location at Quantico Corporate Center, so long as the location remains within a reasonable walking distance not to exceed 1,000 linear feet from Building G. Any replacement relocated parking area shall be paved and lighted in accordance with the minimum requirements of the Solicitation for Offers LI-10730 attached to the lease and will have the same quality improvements as the original supplemental parking area and Building G's surface parking lot.

Should the Government terminate this Lease effective as of the end of the first (1st) or second (2nd) lease year, then the Government shall reimburse the Lessor a lump sum payment of either \$193,400 (1st year) or \$96,700 (2nd year), respectively, to cover the unamortized costs of constructing the supplemental parking area (due and payable at the end of the lease term). Should the Government terminate this lease between end of Years 1 and end of Year 2, such cost shall be pro rated.