
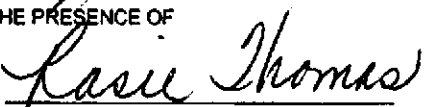

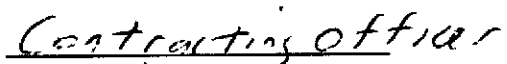


<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>	<b>SUPPLEMENTAL AGREEMENT</b> No. 3	Date <b>NOV 09 2009</b>
<b>SUPPLEMENTAL LEASE AGREEMENT</b>	Lease No. GS-11B-02012	
ADDRESS OF PREMISES <div style="text-align: center; margin-top: 10px;">           145 N Street, NE            Washington, DC 20002         </div>		
<p>THIS AGREEMENT, made and entered into this date between <span style="float: right;">CS Office Two, LLC</span>          whose address is <span style="margin-left: 100px;">4733 Bethesda Avenue, Suite 800</span>  <span style="margin-left: 100px;">Bethesda, MD 20814</span></p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective <u>upon execution of the Government</u> as follows:</p> <p>1. This Supplemental Lease Agreement (SLA) is issued to reflect an increase in the Tenant Improvement Allowance (TIA) under the terms stated in SLA No. 1. The Government hereby directs the Lessor to increase the TIA by the entire amount made available by SLA No. 1 under the Supplemental Tenant Improvement Allowance. The total amount of TIA available to the Government immediately upon the Government's execution of this SLA shall be \$43,388,905 (\$93.02/BOASF) consisting of the Base TIA of \$19,358,505 provided in the original terms of the lease SF2 and the Supplemental TIA of \$24,030,400 provided in SLA No. 1.</p> <p>2. Per SLA No. 1, the Base TIA shall be amortized at 0% over the 15-year term of the lease. The Supplemental TIA shall be amortized at 6% and paid in equal monthly payments (Supplemental Rent) in arrears for the 10-month period from July 1, 2010 to April 30, 2011. Accordingly, there shall be 10 monthly equal payments in the amount of \$2,513,146.00 per month of Supplemental Rent beginning the first work day in August 2010 and ending the first workday of May 2011 for a total of \$25,131,460.00 in Supplemental Rent. Interest shall accrue on the Supplemental TIA and Supplemental Rent payments shall be made in accordance with the Attachment A.</p> <p>(Continued on the following page)</p> <p><b>All other terms and conditions of the Lease shall remain in force and effect.</b></p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR: CS Office Two, LLC		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           By   <small>(Signature)</small> </div> <div style="width: 45%; text-align: center;">           _____  <small>(Signature)</small> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">           IN THE PRESENCE OF            By   <small>(Signature)</small> </div> <div style="width: 45%; text-align: center;">           By _____  <small>(Signature)</small> </div> </div>		
UNITED STATES OF AMERICA		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           By             Joel T. Berelson         </div> <div style="width: 45%; text-align: center;">           By   <small>(Official Title)</small> </div> </div>		

**Continuation of Supplemental Lease Agreement No. 3**  
**Lease No. GS-11B-02012**  
**Page 2 of 2**

3. Attachment B illustrates a Projected Composite Rent Start Date of June 29, 2010 assuming that all six phases of the project are delivered and accepted as currently scheduled. However, following the acceptance and delivery of all six phases of the project, the actual Composite Rent Start Date will be calculated based upon the actual delivery and acceptance of the six phases of the project. A Supplemental Lease Agreement will be executed adjusting the Projected Composite Rent Start Date to the actual Composite Rent Start Date, and rental payments will be adjusted accordingly.
4. The terms of the annual rent (Annual Rent) are set forth in Paragraph 3 of the SF2 of the Lease. Based upon the Projected Composite Rent Start Date, and as specified in General Clause 23.a.i.ii, PROMPT PAYMENT, rental payments will be due on the first workday of the second month following the effective date of the rent, or here, the first workday of August 2010, as shown in Attachment C. However, rental payments will be subject to the rental abatement also as set forth in Paragraph 3 of the SF2 of the Lease. Attachment C shows the rental payments due considering the Annual Rent, the Rent Abatement, and the Supplemental Rent for the period from the first workday in August 2010 to the first workday in May 2011.
5. This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no rental payments are due under this agreement until thirty days after the date of execution.

**END OF SUPPLEMENTAL LEASE AGREEMENT**

INITIALS: DLF & JTB  
LESSOR GOVERNMENT