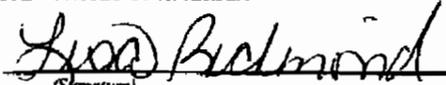


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 (page 1 of 2)	DATE OCT 27 2009
		TO LEASE NO. GS-11B-02071
ADDRESS OF PREMISES: 131 M Street, NE, Washington, DC 20002		
THIS AGREEMENT, made and entered into this date between: Union Station Venture whose address is: c/o Bristol Group, Inc. 400 Montgomery Street Suite 400 San Francisco, CA 94104		
and whose interest in the property hereinafter described is that of Owner, 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 upon execution by the Government, as follows:		
<ol style="list-style-type: none"> 1. Expansion of Leased Space: Pursuant to this Supplemental Lease Agreement (SLA) the Leased Premises is amended to include an additional 6,704 BOMA Rentable Square Feet (BRSF) (yielding 5,681 ANS/BOMA Office Area Square Feet (BOASF)) on the 6th floor at One NoMa Station located at 131 M Street, NE, Washington D.C. 20002 ("Expansion Premises"). The Expansion Premises are shown on Exhibit A attached hereto and made a part hereof. The amended leased premises, including the Expansion Premises, will increase from 25,000 BRSF (21,845 BOASF) to 31,704 BRSF (27,528 BOASF). The Government's percentage of occupancy will increase by 1.63% from 6.07% to 7.70% based on 31,704 BRSF/411,778 BRSF. 2. Annual Rent: The Government shall pay the Lessor annual rent for the Expansion Premises in the amount of \$280,584.59 (\$49.39 per BOASF [\$48.64 per BOASF + \$0.75 per BOASF daytime cleaning premium]). The annual rent for the Expansion Premises includes an operating cost base of \$57,037.24 (\$10.04/BOASF), base real estate taxes, and \$22,724.00 to amortize a tenant improvement allowance of \$113,620.00 (\$20.00/BOASF) at zero percent (0%) annual interest. The new annual rental for the entire leased premises, including the Expansion Premises, shall increase by the amount of the annual rent for the Expansion Premises from \$1,078,924.55 to \$1,359,509.14 payable at a rate of \$113,292.43 per month in arrears. 3. Expansion Premises Lease and Rent Commencement Dates: Notwithstanding any other provision of the Lease, <ol style="list-style-type: none"> a. the Lease term for the Expansion Premises shall commence upon substantial completion of the tenant improvements for the Expansion Premises and the Lease term of the Expansion Premises shall be co-terminous with the original leased premises. An SLA will be issued to memorialize the term of the amended Lease. 		
(Continued)		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Union Station Venture, a District of Columbia General Partnership		
By:  Jeffrey G. Kott, President, Union Station Venture Corporation No. P-5, as general partner for Union Station Venture, a District of Columbia general partnership, and for Union Station Associates Limited Partnership, a District of Columbia limited partnership.	By:  James J. Curtis, Vice President, Union Station Venture Corporation No. P-5, as general partner for Union Station Venture, a District of Columbia general partnership, and for Union Station Associates Limited Partnership, a District of Columbia limited partnership.	
IN THE PRESENCE OF (witnessed by):		
 (Signature)	400 Montgomery Street, 4 th Floor San Francisco, CA 94104 (Address)	
UNITED STATES OF AMERICA		
BY:  (Signature)	Contracting Officer, GSA, NCR, PBS (Title)	

SUPPLEMENTAL AGREEMENT NO. 1**TO LEASE NO GS-11B-02071**

- b. The Rent Commencement Date(s) for the Expansion Premises shall be established and memorialized in a Supplemental Lease Agreement pursuant to the terms and conditions of the Lease and in accordance with the tenant improvement schedule(s) agreed to by the parties.
4. **Rental Abatement:** For the Expansion Premises, the Government shall be entitled to abatement of rent for the first four (4) months of the lease term totaling is \$93,528.20.
5. **Tenant Improvement Allowance:** The annual rent set forth in Paragraph 2 above includes a Tenant Improvement Allowance provided by the Lessor for the Expansion Premises in the amount of \$113,620.00 (\$20.00/BOASF), and amortized at a rate of 0% over the term of the Lease. Such Allowance shall be available in full immediately upon execution of this SLA, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor.

Upon completion of tenant improvements by Lessor and acceptance thereof by the Government, the cost of such tenant improvements shall be memorialized in a SLA along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than the initial Tenant Improvement Allowance of \$20.00/BOASF, the rent shall be adjusted accordingly. (See SFO Section 3.2) Tenant improvements financed by the Lessor above the initial \$20.00/BOASF shall be amortized at the annual interest rate of nine percent (9%). Notwithstanding any provisions of the SFO to the contrary, the Lessor shall not be obligated to provide to the Government as part of the rent a total tenant improvement allowance in excess of \$42.08/BOASF. Any tenant improvements funded by the Lessor in excess of \$42.08/BOASF amount shall be repaid by the Government via lump sum payment.

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

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever is due under this agreement until thirty (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

