

SLA No. 2
GS-11B-02071

6. **Warm-Lit Shell Credit:** As of the date of this SLA, the Lessor has provided to the Government a credit for warm-lit shell improvements in the amount of \$19.21 per BRSF for a total of \$609,033.84. This credit has been provided in complete satisfaction of the Lessor's compliance with any and all building shell requirements within the Government's Leased Premises under the Lease, and the Lessor has no further obligation to provide any building shell items, or any credit therefore, in accordance with the terms of the Lease within the Government's Leased Premises. The Lessor shall be required to maintain, repair and replace as necessary all of the elements of the building shell within the Government's Leased Premises in accordance with the terms of SFO 07-014 throughout the remainder of the Lease term, at the Lessor's expense. Nothing in this credit is meant to relieve the Lessor from compliance with its building shell requirements outside of the Government's Leased Premises at the Lessor's sole cost and expense.

7. **Schedule:** Both parties have agreed to a construction schedule commencing on January 27, 2009.

8. **Monthly Rent Schedule:**

(a)	(b)	(c)	d)=(b)-(c)
Period	Monthly Rent Due* Before Rent Abatements	Rent Abatement	Monthly Rent Due* After Rent Abatements
3/12/10 to 3/31/10**	\$75,512.90	\$75,512.90	\$0.00
4/1/10 to 6/30/10	\$351,135.00	\$351,135.00	\$0.00
7/1/10 to 7/31/10	\$117,045.00	\$41,532.10	\$75,512.90
8/1/10 to 2/28/15	\$117,045.00	\$0.00	\$117,045.00
3/1/15 to 3/11/15**	\$41,532.10	\$0.00	\$41,532.10
Total Rent Abatement		\$468,180.00	

* Rent shall be in addition to Operating Cost Adjustments and Tax Adjustments provided during the Lease term pursuant to the terms of the Lease.

** Rent for March 2010 and March 2015 has been prorated to reflect partial months.

CONTINUED ON NEXT PAGE

LESSOR

GOVERNMENT

INTENTIONALLY LEFT BLANK

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 money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer. Any amount due thereafter will not accrue interest until that time.

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

Union Station Venture,
a District of Columbia General Partnership

By: _____

Jeffrey S. 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, 4th Floor
San Francisco, CA 94104

(Address)

UNITED STATES OF AMERICA:~

By: _____

(Signature)

Contracting Officer, GSA

(Official Title)