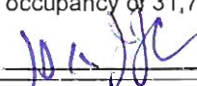
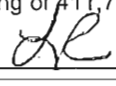


|   |   |                     |
|---|---|---------------------|
| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>SUPPLEMENTAL LEASE AGREEMENT   | SUPPLEMENTAL AGREEMENT<br><br>No. 2<br><br>TO LEASE NO.<br>GS-11B-02071 | DATE<br>JUN 09 2011 |
| ADDRESS OF PREMISES:      131 M Street, NE<br>Washington, DC 20002  |   |                     |
| <p>THIS AGREEMENT, made and entered into this date between:      Union Station Venture</p> <p>whose address is:      c/o Bristol Group, Inc.<br/> 400 Montgomery Street<br/> Suite 400<br/> San Francisco, CA 94104</p> <p>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.</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>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:</p> <p>This Supplemental Lease Agreement No. 2 (SLA No. 2) is issued to reflect the final agreement between the Lessor and the Government regarding acceptance of space located at 131 M Street, NE, Washington, DC 20002.</p> <ol style="list-style-type: none"> <li><b>Leased Premises:</b> The space consisting of 31,704 BRSF (27,526 BOASF) is located on a portion of the sixth (6<sup>th</sup>) Floor of 131 M Street, NE, Washington, DC 20002 is hereinafter referred to as "Leased Premises".</li> <li><b>Lease Commencement Date and Lease Term:</b> In accordance with Section 2 of the SF-2 to the Lease and Section 3 of Supplemental Lease Agreement No. 1 (SLA No. 1) to the Lease, Lessor hereby leases the Leased Premises to the Government for a five (5) year firm term. The Government's date of acceptance is May 25, 2010.<br/><br/> The lease commencement date is March 12, 2010, after incorporating the agreed upon duration of 52 work days for the Government Delay. The Lease expires on March 11, 2015.</li> <li><b>Annual Rent:</b> The Government shall pay Lessor annual rent for the Leased Premises in the amount of \$1,404,540.00 [\$44.30 per BRSF (or \$51.03 per BOASF)], payable at a rate of \$117,045.00 per month in arrears. The annual rent includes the following costs: <ul style="list-style-type: none"> <li><b>(i) Tenant Improvements:</b> The total amount of the Tenant Improvement Allowance (TIA) is \$1,158,294.08 (\$42.08 per BOASF), and has been fully used as of the date of this SLA No. 2 and no further TIA remains for use by the Government. The annual rent includes \$155,134.87 to amortize a tenant improvement allowance of \$550,520.00 (\$20.00 per BOASF) at zero percent (0%) annual interest over the firm term, and \$180,774.08 at nine percent (9%) over the 5-year firm term. The remaining TIA amount of \$427,000 has been paid via a lump sum payment.</li> <li><b>(ii) Operating Cost:</b> Annual Rent includes an operating cost base of \$276,361.04 (\$10.04 per BOASF), which shall be adjusted annually by CPI pursuant to the terms of the Lease. The operating cost base includes the daytime cleaning premium of \$0.75 per BOASF.</li> <li><b>(iii) Real Estate Taxes:</b> Annual Rent shall be in addition to Tax Adjustments paid by the Government to the Lessor during the Lease term pursuant to the terms of the Lease.</li> </ul> </li> <li><b>Rent Abatement:</b> In accordance with Section 3 of the SF-2 to the Lease, and Section 4 of SLA No. 1 to the Lease, the Government shall receive a rent abatement for the first four (4) months of the Lease term, during the period beginning on March 12, 2010 through July 11, 2010, totaling \$468,180.00 [\$1,404,540.00/12 months = \$117,045.00 X 4 months = \$468,180.00].</li> <li><b>Occupancy Percentage:</b> The Government's percentage of occupancy for real estate tax purposes shall be 7.70%, based on occupancy of 31,704 BRSF in a building of 411,778 BRSF.</li> </ol> <p>LESSOR  GOVERNMENT </p> |   |                     |

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:**

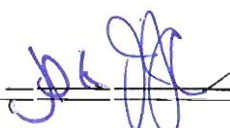
| (a)                  | (b)  | (c)            | d)=(b)-(c)  |
|----------------------|--|----------------|---|
| Period               | Monthly Rent Due*<br><i>Before Rent Abatements</i> | Rent Abatement | Monthly Rent Due*<br><i>After Rent Abatements</i> |
| 3/12/10 to 3/31/10** | \$75,512.90  | \$75,512.90    | \$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.

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LESSOR



GOVERNMENT



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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.

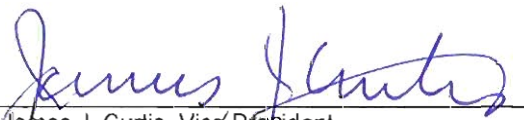
**LESSOR:**

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):

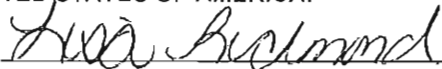
  
(Signature)

400 Montgomery Street, 4<sup>th</sup> Floor  
San Francisco, CA 94104

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA:

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



Contracting Officer, GSA

\_\_\_\_\_  
(Official Title)