

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. One (1)	DATE 3/1/2010
	TO LEASE NO. GS-11B-02158	Page 1 of 3

ADDRESS OF PREMISES
 One Constitution Square
 1275 First Street, NE
 Washington, DC 20002

THIS AGREEMENT, made and entered into this date by and between CS Office One, LLC whose address is:
 4733 Bethesda Avenue, Suite 800
 Bethesda, MD, 20814

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, acting by and through the General Services Administration, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, and to reflect, among other things, the exercise of certain options contained in the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective UPON EXECUTION, as follows:

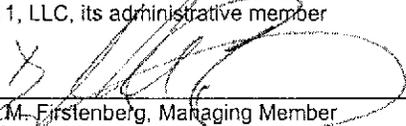
1. The Government hereby exercises the option contained in Standard Form 2 of the Lease at Subparagraph 6.P.ii and hereby leases the remaining space on the 11th floor and the entirety of the 12th floor on the terms set forth herein (the "Option Space"). Furthermore, the Government hereby leases two additional blocks of space on the first floor: one for 914 BRSF (approximately 801 ABOA); and the other for 301 BRSF (approximately 264 ABOA), both as shown on the attached floor plan (the "Additional Space"). The Option Space and the Additional Space are collectively referred to as the "Expansion Space" and leased upon the terms and conditions set forth in this Supplemental Lease Agreement ("SLA"):

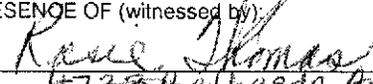
A. Paragraph 1 of the Standard Form 2 is amended by adding the Expansion Space consisting of 40,996 BRSF (or approximately 35,941 ABOA) comprised of the 1,215 BRSF on the first floor (or approximately 1,065 ABOA), the remaining portion of the 11th floor consisting of 9,834 BRSF (or approximately 8,613 ABOA) and the entirety of the 12th floor consisting of 29,947 BRSF (or approximately 26,263 ABOA) so that the total amount of the space leased is 329,251 BRSF (or approximately 288,410 ABOA), and by including the 12th floor among the floors to be exclusively occupied by the Federal Government until such time as the Government terminates the Lease with respect to that floor. Attachment A to the Lease is amended by deleting the existing plans for the 1st, 11th and 12th floors, and the substituting new plans for these floors showing the portion of the first floor including tentative plans for access to the lobby, and the entirety of the 11th and 12th floors occupied by the Government. Final plans for access to the lobby shall be agreed to by the Government and the Lessor in writing.

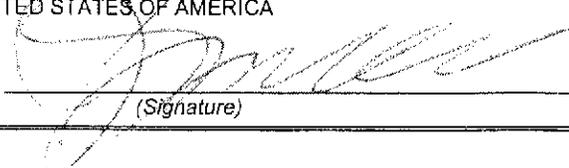
B. Paragraph 3 of the Standard Form 2 is amended by adding the following at the end:
 "In addition to the rent set forth above, for the Expansion Space, the Government shall pay the Lessor annual rent of \$1,516,852.00 (\$37.00/BRSF or approximately \$42.20/ABOA) at the rate of \$126,404.33 per month in arrears. Notwithstanding the foregoing, for the Expansion Space, the Government shall be entitled to abatement of rent for the

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:
 BY: **CS Office One, LLC**
 By: CS Master V, LLC
 By: CS INVESTORS V, LLC, its sole member
 By: S/C Square 711, LLC, its administrative member
 By: 
 Douglas M. Firstenberg, Managing Member

IN PRESENCE OF (witnessed by):

 4733 Bethesda Ave, Ste 800
 Bethesda, Md 20814
 (Signature) (Address)

UNITED STATES OF AMERICA
 BY: 
 Contracting Officer
 (Signature) (Official title)

Expansion Space in the total amount of \$ 490,530.98 applied as follows: the rent shall be abated entirely for the first three full months of the Lease in the total amount of \$379,213.00 and a portion of the monthly shell rent shall be partially abated during the fourth and fifth months of the Lease term, in the amount of \$ 55,658.99 per month."

"Therefore, the Government shall pay to Lessor total annual rent of \$9,587,992.00 at the rate of \$798,999.33 per month in arrears, provided however that rent shall be partially abated in the First Year of the Lease in the First through the Fifth Month and in the Twelfth Month, and if the Lease is not terminated, in the Seventh Year of the Lease in the Eight through the Twelfth Months in the various amounts set forth above and in Paragraph 6 (C) of this SF2, and shown on Attachment L to the Lease."

- C. Subparagraph 6(C) of the Standard Form 2 is amended by adding the following at the end:

"In addition to the Broker Commission and Commission Credit set forth above, for the Expansion Space the total amount of the Commission is [REDACTED]. The Commission Credit is [REDACTED] and shall be paid as free rent in equal monthly installments of [REDACTED] during the fourth and fifth full months of the Lease. The Lessor agrees to pay Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the lump sum amount of [REDACTED] which shall be due to Studley, Inc. upon execution of the exercise of the Expansion Space Option by the Government and payable within 30 days of the receipt of an invoice."

"Notwithstanding Paragraph 3 of the Standard Form 2, with respect to the Expansion Space, the shell portion of the rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the Lease term and continue as indicated in this schedule for adjusted Monthly Rent:"

"The First, Second, and Third Full Months' Rental Payments for the Expansion Space shall be abated in their entirety."

"The Fourth Full Month's Rental Payment for the Expansion Space of \$126,404.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED], the adjusted Fourth Full Month's Rent for the Expansion Space;"

"The Fifth Full Month's Rental Payment for the Expansion of \$126,404.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED], the adjusted Fifth Full Month's Rent for the Expansion Space;"

"A combined rent schedule for the entire space, including the Expansion Space, is attached as Exhibit L to the Lease. Subject to any termination rights, the rent for each month of the Lease is set forth by month, prior to adjustments pursuant to Paragraphs 4.2 and 4.3 of the SFO."

- D. Subparagraph 6.D of the Standard Form 2 is deleted in its entirety and the following is inserted in lieu thereof:

"For purposes of Paragraphs 4.2 and 4.3 of the SFO, the Government's percentage of occupancy is 95.24%, based on occupancy of 329,251 BRSF in a building of 345,699 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 4.2.C.9 of the SFO."

- E. Subparagraph 6.E of the Standard Form 2 is deleted in its entirety and the following is inserted in lieu thereof:

"For purposes of Paragraphs 4.3 of the SFO, as of the date hereof, the operating cost base is \$2,821,681.07 or \$8.57 per BRSF for 329,251 BRSF or approximately \$9.7836 per ABOA for 288,410 ABOA."

2. Subparagraph 6.H of the Standard Form 2 is deleted in its entirety and the following is inserted in lieu thereof:

"Pursuant to Paragraph 1.2(B) of the SFO, the Warm Lit Shell Credit, which shall be applicable only to the BOMA office area portion of the Leased premises, shall be \$4,686,662.00 or \$16.25 per ABOA. The Government hereby exercises the option to receive the Warm Lit Shell Credit, and accordingly, the funds shall be immediately available to be used in accordance with Paragraph 3.2 of the SFO."

3. Subparagraph 6.K of the Lease is amended by deleting the option to lease the Remainder of the Garage and by adding the following at the end of the second sentence:

"During the term of the Lease, the Government, including Government employees occupying the leased premises, may purchase individual permits separate and apart from the rent due under Paragraph 3 hereof to lease up to 211 parking spaces at the rates stated above."

4. Subparagraph 6.P is amended by adding the following:

"As part of the rental consideration and at no additional cost to the Government, the Lessor shall provide a fitness and exercise center of approximately 3,100 square foot in the building which will be available to Government employees and contractors occupying the leased premises for a nominal charge of initially \$10 per month per person. Lessor shall have the right to provide access to the Building and usage of the fitness and exercise center to Government employees and contractors permanently housed in Two Constitution Square located at 145 N Street, NE, Washington, DC."

5. The Government hereby approves of Lessor subcontracting with the architectural firm of Gensler to perform the design and consulting work required for the Tenant Improvements.

6. Subparagraph 4 of the Standard Form 2 is amended to include the 12th floor in the termination provision, to substitute Attachment C of the Lease with the Attachment C attached to this SLA, and to delete the last sentence of Subparagraph 4 in their entirety and the following is substituted in lieu thereof:

"Except with respect to the 1st floor space, the Government will ensure that any exercise or exercises of the right to terminate on a floor-by-floor basis shall either first terminate the 2nd floor and proceed consecutively in ascending order or first terminate the 12th floor and proceed consecutively in descending order."

7. Attachment K to the Lease which sets for the design and construction schedule is deleted in its entirety and the attached Attachment K is substituted in lieu thereof.

END OF THE SUPPLEMENTAL LEASE AGREEMENT

