

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
No. 3

DATE 12/20/2010

LEASE NO. GS-11B-02158

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**ADDRESS OF PREMESIS**

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-~~5246~~

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the **GOVERNMENT**:

**WHEREAS**, the parties hereto desire to amend the above Lease, and to reflect among other things the composite rent start date of the Lease, and to restate, but not change, the basic economic terms of 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:

Supplemental Lease Agreement (SLA) No. 3 is hereby issued to establish the lease commencement and Composite Rent Start Date for the premises at 1275 First Street, NE, Washington, DC for a total of 329,251 BRSF (approximately 288,410 ABOA) of office and related space, effective November 1, 2010 for a (7) seven year term. The lease expiration date for this lease is October 31, 2017 unless sooner terminated in accordance with Paragraph 4 of the SF2 as amended. The Government's percentage of occupancy is 95.24% for Sections 4.2 and 4.3 of the SFO. All phases of the tenant improvement construction have been accepted in accordance with the dates set forth in the Schedule, Attachment K (as substituted by SLA No. 1).

The Government shall pay the Lessor an annual rent of \$9,587,992.00 (\$29.12/BRSF or \$33.2443/ABOA) at the rate of \$798,999.33 per month in arrears provided however that rent shall be partially or fully abated, including free rent and commission credit, as set forth in the revised Attachment L to this SLA. Attachment L to Lease LDC02158 is hereby deleted in its entirety and has no further force or effect and Attachment L attached to this SLA is hereby inserted in lieu thereof. The annual rent includes an operating cost base of \$2,821,681.07 (\$8.57/ BRSF or \$9.783/ABOA), and includes the tax base, BID base, and four official parking spaces. There is no tenant improvement allowance amortized in the rent.

This document will not constitute an obligation until the date of execution by the United States which execution shall be within (30) days of the SLA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution of this SLA by the Government. Any amounts due shall not accrue interest until that time.

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:**

**CS Office One, LLC, a Delaware limited liability company**

By: CS Master V, L.L.C., a Delaware limited liability company, its Managing Member

By: CS Investors V, L.L.C., a Delaware limited liability company, its Sole Member

By: S/C Square 711, LLC, a Delaware limited liability company, its Administrative Member

By:   
Douglas M. Firstenberg, Managing Member

IN PRESENCE OF (witnessed by):

  
(Signature)

4733 Bethesda Avenue, Bethesda, MD 20814  
(Address)

**UNITED STATES OF AMERICA**

BY   
(Signature) Contracting Officer  
(Official Title)