

Supplemental Lease Agreement No. 3

Regarding SFO 06-009/Lease No.GS-11B-01928 (the "Lease")

Dated as of June 21, 2006

For Property Commonly Known and Numbered as:

801 Follin Lane, Vienna, VA. (the "Property")

This Supplemental Lease Agreement No. 3 ("Agreement") is made and entered into as of the date(s) set forth below by and between:

Transwestern Goldstar, L.L.C., a Delaware Limited Liability Company

With an address of: c/o Goldstar Properties
4630 Montgomery Avenue
Suite 500
Bethesda, MD 20814-6559

and

The United States of America, by the United States General Services Administration,
National Capital Region

With an address of: General Services Administration
National Capital Region
Real Estate Division
301 7th Street S.W.
Washington, D.C. 20407

(hereinafter the "Government".)

Lessor and Government are hereinafter jointly referred to as the "Parties"

RECITALS

The Parties wish to amend the Lease to settle and release each other from certain defined liabilities and claims arising from the Lease, in consideration of certain financial concessions by each party, as set forth in more detail herein, as follows:

1. The Lease contains certain provisions in Paragraph 26 of SLA No. 1 thereto, referring to certain costs for work items set forth on Exhibits 8 and 12 to the Lease; and
2. The cost of the work items described in the exhibits remained an open issue after the execution of Supplemental Lease Agreement No 1 to the Lease; and
3. The Government has made payments for a portion of the items in Exhibits 8 and 12.

4. The Parties wish to amend Paragraph 26 of Supplemental Lease Agreement No. 1 of the Lease by inserting therein language acknowledging full payment, satisfaction, and release, as more fully set forth below.
5. The Parties wish hereby to Release each other from any and all further liability each to the other for existing or potential claims arising from the cost of work described in 1 above.

NOW THEREFORE, the undersigned parties, for the considerations hereafter mentioned, covenant and agree that the said Lease is amended effective as of the date of the latest execution date of this Agreement, as follows:

- 1.) Incorporation of Recitals.
Each of the foregoing recitals and representations is a material part of this Agreement and they are individually and collectively incorporated as covenants and made binding provisions hereof and of the Lease.
- 2.) Lease Amended.
The Parties hereby agree the total remaining amount due to satisfy the potential claims under Exhibits 8 and 12 in SLA 1, ("Potential Claims"), is \$2,594,889.00 ("Payment Due"). The parties acknowledge and agree that the Payment Due is to settle any and all potential claims listed on Exhibits 8 and 12. The parties agree that once the Total Payment is received by the Lessor that the Potential Claims are paid in full, which shall be memorialized in a subsequent SLA.
- 3) The Government will make a one-time lump sum payment under this SLA in an amount of \$2,061,248.45. The remaining amount of \$533,640.55 due to the Lessor shall also be paid via lump.


IN CONSIDERATION OF THE FOREGOING, the parties do hereby mutually agree, that once the Lessor receives the full amount of the Total Payment based upon the understandings, representations, and agreements above stated, that the parties agree to **FULLY RELEASE AND FOREVER DISCHARGE** each other for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description arising out of the items listed on Exhibits 8 and 12 to the Lease as incorporated therein by SLA No. 1 to the Lease.

Lessor: Transwestern Goldstar L.L.C.
By: 801 Follin Lane Associates, LLC
By: Goldstar Real Estate Fund I, L.P.
By: Goldstar G.P. I, LLC General Partner


Name: Michael S. Brodsky, Manager



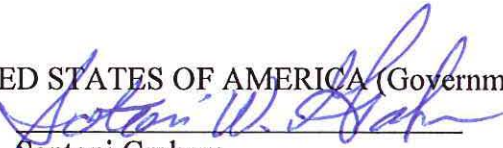
IN THE PRESENCE OF (witnessed by:)

By: 
(Signature)

Dated: 3/3/10

(Address) 4630 Montgomery Ave.
Ste. 500
Bethesda, MD 20814

UNITED STATES OF AMERICA (Government)

By: 
Santoni Graham
Contracting Officer, GSA, NCR, PB

Dated: 3-8-11

