

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No.	DATE DEC - 6 2010
	TO LEASE NO. GS-11B-02106	

ADDRESS OF PREMISES  
 675 North Randolph Street  
 Arlington, Virginia 22203

THIS AGREEMENT, made and entered into this date by and between Ashton Park Associates I, LLC whose address is: c/o The Shooshan Company  
 4075 Wilson Boulevard, Suite 440  
 Arlington, VA 22203

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the payment method for the tenant improvement coverage as progress payments and related matters.

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:

This Supplemental Lease Agreement (SLA) is issued to incorporate the negotiated and agreed-to progress payment agreement attached hereto into the Lease.

A. **Tenant Improvement Coverage:** In accordance with Paragraph 6.V of the Lease, the Government has determined that it will spend more than the available tenant improvement allowance on the desired tenant improvements as identified in the 100% Construction Drawings upon which the competitive subcontractor bids are to be received by Clark Construction (the "Tenant Improvement Coverage"). The Government has further determined that it is not willing to reduce the tenant improvements requirements or increase the rent to amortize the Tenant Improvement Coverage over the firm term of the Lease. The parties desire for the Tenant Improvement Coverage and any subsequent change orders to be paid to the Lessor by the Government as a lump sum via progress payments during the construction period.

B. **Progress Payment Agreement:** In accordance with Paragraph 6.V of the Lease, the parties have negotiated and agreed-to a method of payment for the Tenant Improvement Coverage, whereby the Government will reimburse the Lessor for the fixed price of the Tenant Improvement Coverage via monthly progress payments. The attached Agreement for Payments in Advance of Substantial Completion is hereby incorporated into this Lease to set forth the terms agreed-to by the parties for progress payments. Further, the parties acknowledge and agree that all progress payments will be subject to a ten percent (10%) retainage subject to the terms and conditions of FAR 52.232-5, with the exception of FAR 52.232-5(e), attached hereto and also incorporated into this Lease, and shall be paid by the Government within thirty (30) days of receipt of an invoice in accordance with the Prompt Payment Act.

C. **Lessor Contribution:** The Lessor hereby agrees to contribute the amount equal to one percent (1%) of the total Tenant Improvement Coverage to the Government's obligation to pay for the project costs related to the Lessor's pending schedule recovery proposal and such other build-out costs as determined by the parties. This one percent (1%) contribution is a one-time concession by the Lessor for the benefit of the Government, which shall be based solely on the construction costs that make up the Tenant Improvement Coverage. The final application of the Lessor's contribution as set forth herein will be further documented between the parties upon acceptance of the Lessor's final tenant improvement construction pricing proposal.

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

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

Lessor: ASHTON PARK ASSOCIATES I, LLC

By: Founders Realty, LLC

BY  HAN

MANAGER (Title)

IN THE PRESENCE OF  COLIN UGERT

4075 WILSON BLVD, #440 (Address)  
 ARLINGTON, VA 22203

UNITED STATES OF AMERICA  
 BY  T.C. HAIRSTON

Contracting Officer

**AGREEMENT FOR PAYMENTS IN  
ADVANCE OF SUBSTANTIAL COMPLETION**

THIS AGREEMENT FOR PAYMENTS IN ADVANCE OF SUBSTANTIAL COMPLETION (this "Agreement") is made as of the 6<sup>th</sup> day of DECEMBER 2010, by and between ASHTON PARK ASSOCIATES L.L.C., a Virginia limited liability company having an address c/o The Shooshan Company, 4075 Wilson Boulevard, Suite 440, Arlington, Virginia 22203 (the "Owner"), and the UNITED STATES OF AMERICA, having an address for purposes of this instrument c/o General Services Administration, Contracting Officer, 301 7<sup>th</sup> Street, NW, Washington, DC 20407-0001 (the "Government").

**RECITALS:**

A. The Owner is the owner of a fee estate in that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Property"), upon which the Owner is developing a 13-story office building containing approximately 352,740 rentable square feet of space above three (3) levels of below-grade parking containing approximately 515 parking spaces (together with other related improvements and amenities, the "Office Building").

B. To finance costs related to the development, construction, operation and maintenance of the Office Building, the Owner has obtained a loan in the maximum aggregate amount of \$98,000,000.00 (the "Loan"), from LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, a branch of a foreign bank licensed under the laws of the State of New York, in its individual capacity as a lender and as administrative agent for itself and other lenders ("Helaba"). The Loan is secured, among other things, by a certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 13, 2009, from the Owner to Alexander Title Agency Incorporated as Trustee for the benefit of Helaba, which was recorded on November 13, 2009, among the land records of Arlington County, Virginia in Deed Book 4324 at Page 823 (the "Construction Loan Deed of Trust").

C. The Owner, as Lessor, and the Government, acting by and through the General Services Administration (the "GSA") have entered into that certain Lease No. GS-11B-02106, dated July 20, 2009 (as the same may be supplemented, amended or modified from time to time, the "           Lease"), pursuant to which the Owner has leased the Office Building to the Government for use and occupancy by the                                  ("            ").

D. The GSA has requested that the Owner construct and install in the premises to be leased and occupied by            certain tenant improvements and fixtures, furnishings and equipment (collectively, the "Tenant Improvement Overage"), the costs of which are expected to be in excess of the available Tenant Improvement Allowance and Warm-Lit Shell Credit otherwise provided in the            Lease. The Tenant Improvement Overage shall be described more particularly in a fixed price award letter to be issued by the GSA authorizing the Owner to proceed with construction of the Tenant Improvement Overage for a lump sum payment specified therein (the "Award Letter").

E. The Owner has agreed to construct and install, or to cause to be constructed and installed, the Tenant Improvement Overage in accordance with the Award Letter to be issued by the GSA, and the Government will pay the Owner in progress payments over the term of the construction as set forth hereinbelow.

#### AGREEMENT:

NOW, THEREFORE, IN CONSIDERATION of the foregoing Recitals, each of which are hereby incorporated in and made a substantive part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby declare and covenant as follows:

1. Obligations. The Owner shall construct and install, or cause to be constructed and installed, the Tenant Improvement Overage as provided in the Award Letter. The Government shall pay the Owner for the construction and installation of the Tenant Improvement Overage in a lump sum amount pursuant to the Award Letter, which shall be payable to the Owner in monthly payments in advance of substantial completion of the work as such work is incrementally completed, based on monthly inspections and other mutually acceptable conditions to be set forth in the Award Letter. The Owner shall substantially complete and deliver the complete Tenant Improvement Overage for the Government's acceptance, at which time the Government will accept the work and make a final payment that, together with all prior payments in advance of substantial completion of the work, will equal the approved lump sum payment authorized by the Government for the Tenant Improvement Overage.

2. Failure to Perform; Access. In addition to any other remedy available to the Government in the [REDACTED] Lease, the Owner hereby grants to the Government a lien on the Real Property, subject and subordinate only to the lien, operation and effect of the Construction Loan Deed of Trust and any refinance thereof, and to the statutory lien of real estate taxes not yet due and payable, to secure the obligations of the Owner described in Section 1 hereof. The Government agrees to notify the Owner and Helaba, or any other lender identified by the Owner as its lender, and to provide the Owner and any such lender an opportunity to cure, as provided in Section 6.T of the [REDACTED] Lease, prior to exercising any remedy to enforce the obligations of the Owner described herein. This Agreement shall be recorded by the Owner among the land records of Arlington County, Virginia promptly after the full execution and acknowledgment hereof and in any event prior to the first progress payment by the Government. The Owner hereby agrees to execute such further instrument or instruments, in recordable form, as may be necessary to perfect such lien in the event that the Owner fails to perform its obligations hereunder.

3. Expiration of this Agreement; Release. This Agreement shall expire and terminate automatically, and shall be of no further force and effect, upon the Government's acceptance of the Tenant Improvement Overage as substantially complete in accordance with the [REDACTED] Lease and the Award Letter. Notwithstanding, and without limiting, the foregoing, the Government agrees to execute and acknowledge a written release of this Agreement, in recordable form, upon the Owner's request, provided that the foregoing conditions of termination shall have been satisfied.

4. Miscellaneous.

(a) Covenants Running with the Land. The obligations and agreements of the Owner stated in this Agreement are not covenants personal to the Owner, but are covenants real, running with the land.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Owner and the Government and their respective successors and assigns. The Owner shall not, without the prior written consent of the Government, assign any rights, duties or obligations hereunder.

(c) Interpretation. The headings and section titles used in this Agreement are for reference and convenience only, and shall not be considered in the interpretation of this Agreement. Wherever in this Agreement the singular number is used, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. Whenever the words "including," "includes," "include," "such as" or words of similar import are used in this Agreement, they shall be interpreted in a non-exclusive manner (e.g., "including without limitation"). In the event that any term or provision of this Agreement contradicts or is inconsistent with any term or provision of the [REDACTED] Lease, the [REDACTED] Lease shall prevail.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

*[No further text on this page; signature pages follow]*