

3. SLA 3, Paragraph 4 is hereby deleted in its entirety and replaced with "Intentionally Deleted"
4. SLA 3, Paragraph 5 is hereby deleted in its entirety and replaced with new Paragraph 5 language:

The first \$48,406,225.50 of rent payments paid by Government to Lessor shall be payable in accordance with this SLA 3 and as set forth in a subsequent SLA regarding the payment of such rent payments.

5. All references in SLA 3 to "The Additional Tenant Improvement Allowance" and "Additional tenant Improvement Allowance" shall be deleted and replaced with "Rent Abatement Tenant Improvement Allowance".
6. Notwithstanding any provision contained in the Lease to the contrary and in exchange for the Government's receipt of the Rent Abatement Tenant Improvement Allowance of approximately \$48,406,225.50 agreed to by the parties in SLA 3 (subject to adjustment pursuant to paragraph 3 of SLA 3), the Government agrees to commence monthly rental payments of \$2,444,475.41 on August 1, 2015. The first \$48,406,225.50 of such rental payments ("Initial Rent Payments") payable by the Government (equivalent to \$2,444,475.41 for the first nineteen (19) months commencing on and including August 1, 2015 and a portion of the rental for the twentieth (20th) month equivalent to \$1,961,192.71) shall be paid without regard to any right of the Government contained in the Lease, including, without limitation, any right to:
 - i. cease, terminate, delay, or otherwise alter the timing of, reduce, adjust, withhold or otherwise offset any Initial Rent Payments. Notwithstanding the foregoing, the Government retains its current rights under the Lease to document any offset, adjustment, or withhold during the term the Initial Rent Payments are being made but will defer the action to actually withhold any payments until after the date on which the Initial Rent Payments shall be fully exhausted, or
 - ii. terminate the Lease during the period in which Initial Rent Payments are due and payable. Notwithstanding the foregoing, the Government retains its current rights under the Lease to terminate the lease before August 1, 2015 and will regain all termination rights again after the date on which the Initial Rent Payments shall be fully exhausted.
 - iii. In either situation (i) or (ii) above, the Government will exercise these rights in accordance with the terms of the Lease.
 - iv. In the event that the Government terminates the lease prior to August 1, 2015, the Lessor will be entitled to repayment from the Government of an amount equal to the difference between (i) the total amount payable (including, without limitation, interest thereon) to the lender(s) in connection with any financing obtained by Lessor associated with providing the Rent Abatement Tenant Improvement Allowance, and (ii) the total amount remaining in the account held by Lessor for the payment of Rent Abatement Tenant Improvement Allowance (excluding any amounts awarded or otherwise committed or encumbered in connection with the Rent Abatement Tenant Improvement Allowance on the date of such termination).
7. Subject to Section 6 (iv) above, in no event will the Government be responsible for transaction costs of the financing of the Rent Abatement Tenant Improvement Allowance (the "Transaction") in excess of \$3,750,000. Pursuant to Lessor proposal T-008, the upfront costs to pursue the Transaction are \$291,000. If for any reason the Transaction is terminated prior to Lessor executing a Bond Purchase Agreement, \$291,000 represents the maximum out-of-pocket costs the Government shall incur. In the event Lessor executes a Bond Purchase Agreement in connection with the Transaction and the Transaction is terminated for any reason prior to closing thereon, the Government's maximum out-of-pocket costs shall be

Lessor:  / Government: 

\$531,000 (inclusive of the \$291,000 noted above). In the event the Transaction closes and the Rent Abatement Tenant Improvement Allowance is funded, subject to Section 1(iv) above, the Government's maximum out-of-pocket costs shall be \$3,750,000 (inclusive of the dollar amounts noted above). The Government has awarded the initial costs of \$291,000 through Award #10 dated July 25, 2013. Lessor shall endeavor to maximize the Rent Abatement Tenant Improvement Allowance available to the Government and Lessor shall provide written notice to the Government in the event Lessor reasonably believes circumstances exist that would cause the aggregate of such Rent Abatement Tenant Improvement Allowance to be less than \$40,000,000.

8. It is the intent of Lessor and the Government that the financing associated with providing the Rent Abatement Tenant Improvement Allowance shall be treated as a financing transaction for federal income tax purposes such that the Government is the tax owner of the Tenant Improvements and that Lessor shall not claim depreciation or any other federal income tax benefits attributable to ownership of the tenant improvements during the Lease Term. Further, the Lessor and the Government agree that the allocation of rent (in accordance with Treasury Regulation 1.467-1(c)) provided in the Lease is unaffected by this Supplemental Lease Agreement. Notwithstanding the foregoing, this paragraph is not intended to and does not change the method by which the real estate tax base is to be established in accordance with Section 4.2 of SFO 08-011.

All other terms and conditions of the lease shall remain in force and effect. This document shall not constitute a payment obligation until thirty (30) days after the date of execution by the Government. This 30 day provision does not apply to costs and expenses related to Lessor's financing transaction which may become due and owing prior to the expiration of this 30 day period. All other terms and conditions of the lease shall remain in force and effect.

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