

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO.  <p style="text-align: center;">One (1)</p>	DATE  <p style="text-align: center;">11/21/08</p>
	TO LEASE NO. GS-11B-02012	Page 1 of 2
ADDRESS OF PREMISES <p style="text-align: center;">145 N Street, NE Washington, DC 20002</p>		

THIS AGREEMENT, made and entered into this date by and between CS Master V, 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.

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

1. Paragraph 6(C) of the SF2 of the Lease is hereby deleted in its entirety, the following is substituted in lieu thereof, and Attachment N, Illustrative Amortization Schedule attached to this Supplemental Lease Agreement is added to the Lease:

"C. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$19,358,505.00 (\$41.50/BOASF). In addition, at the sole discretion of the Government, the Government may elect by written notification to the Lessor at any time within eighteen (18) months from the date of execution of the Lease to be provided with a Supplemental Tenant Improvement Allowance in an amount not less than \$14,927,040.00 (\$32.00/BOASF) and not more than \$24,030,400.00 (approximately \$51.52/BOASF). The Tenant Improvement Allowance and the minimum amount of the Supplemental Tenant Improvement Allowance shall be available in full immediately upon execution of this Lease. The balance of the Supplemental Tenant Improvement Allowance that the Government has elected to receive shall be available in full within 30 days of the written notification reference above. Both the Tenant Improvement Allowance and the Supplemental Tenant Improvement Allowance shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor. The Tenant Improvement Allowance is included in the rent with the \$41.50/BOASF being amortized at a rate of 0% over the fifteen-year firm Lease term. The Supplemental Tenant Improvement Allowance shall be amortized at the rate of 6% over a one year period. With respect to the Supplemental Tenant Improvement Allowance, the Government shall make amortization payments to Lessor in twelve equal monthly installments beginning May 2, 2010, and continuing for twelve (12) months paid on or before the first Monday of each month, with charges accruing from January 2, 2010. The precise amount of the monthly payments and the schedule for those payments shall be memorialized in a mutually acceptable Supplemental Lease Agreement. An Illustrative Amortization Schedule is attached as Attachment N as examples, by way of illustration only, of how the payment will be calculated in the event that the Government makes either a minimum or maximum election. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the rent shall be adjusted downward using the 0% amortization rate. If the Government does not use the entire Supplemental Tenant Improvement Allowance that it has elected to receive, then the rent shall be adjusted downward using the 6% amortization rate. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement Allowance and Supplemental Tenant Improvement Allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as

(continued on next page)

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

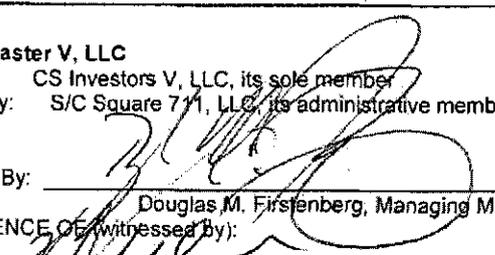
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

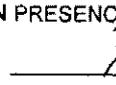
BY: CS Master V, LLC

By: CS Investors V, LLC, its sole member

By: S/C Square 711, LLC, its administrative member

By:   
Douglas M. Firshberg, Managing Member

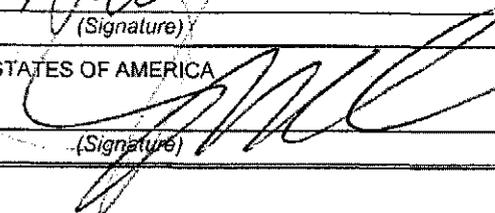
IN PRESENCE OF (witnessed by):

  
(Signature)

4733 Bethesda Avenue, Suite 800, Bethesda MD  
(Address)

UNITED STATES OF AMERICA

BY

  
(Signature)

Contracting Officer

(Official title)

set forth in Paragraph 1.11 "Tenant Improvement Rental Adjustment" and Paragraph 3.2 "Tenant Improvements Pricing Requirements." Except as otherwise stated in this Paragraph 6(C), the Supplemental Tenant Improvement Allowance shall be treated in the same manner as the Tenant Improvement Allowance for all purposes. As Clark Construction Group, LLC is the General Contractor for tenant improvements, competition at the subcontractor level for each trade shall meet the requirements of Paragraph 3.2 (B)(5)."

2. Paragraph 6(S) of the SF2 of the Lease is amended by deleting the first sentence of the paragraph, inserting the following in lieu thereof, and adding to the Lease Attachment O, Schedule, attached to this Supplemental Lease Agreement:  
  
"The schedule attached as Attachment O to the Lease (Schedule) is the schedule for the design, construction and delivery of the space for all purposes and supersedes the timeframes otherwise set forth in the SFO."  
  
The parties stipulate and agree that as of the date of Supplemental Lease Agreement No. 1 to this Lease, both the Government and the Lessor are performing in accordance with the Schedule and, pursuant to the Schedule, as of the date of Supplemental Lease Agreement No. 1 to this Lease, the Government has not caused any Government Delay and the Lessor has not caused any Lessor Delay.
3. Paragraph 3.5(B) of the SFO is deleted entirely and the following is inserted in lieu thereof:  
  
"Base year taxes as referred to in this paragraph are stipulated to be \$4,168,000.00 (\$8.00/BRSF) for the first 12 months of the lease."
4. Paragraph 6(U) of the SF2 of the Lease is amended to provide that the maximum additional time to cure a default prior to the Government exercising a right to terminate the Lease under General Clause 11 or 16 (a)(1) is enlarged from a period not to exceed ninety (90) days to a period not to exceed one hundred and twenty (120) days.
5. Paragraph 6(T) of the SF2 is amended by deleting subparagraph 1 and renumbering accordingly.
6. The Government hereby exercises its option pursuant to Paragraph 1.5 (C) of the SFO and Paragraph 6(I) of the SF2 to the Lease to require the Lessor to provide a credit of \$8,629,695.00 (\$18.50 per BOASF \* 466,470 BOASF) against the total cost of the buildout, at no additional cost to the Government, in lieu of providing the building shell elements set forth in Paragraph 1.5 (C) of the SFO. The cost of this credit shall not be amortized as additional rent and shall not affect the annual rent which shall remain as stated in Paragraph 3 of the SF2.
7. Provided that the approved Working/Construction Drawings completed on or before March 31, 2009 for the Government's tenant improvements within the leased premises include a credit union facility, Lessor's obligation to provide a full service bank pursuant to Paragraph 6(L) of the SF2 to the Lease and Attachment L shall be modified so that Lessor is required only to use commercially reasonable efforts to provide a full service bank at Constitution Square.

