

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 11/22/2010
	TO LEASE NO. GS-11B-02058	

ADDRESS OF PREMISES: 131 M Street, NE
Washington, DC 20002

THIS AGREEMENT, made and entered into this date between: Union Station Venture
whose address is: c/o Bristol Group, Inc.
400 Montgomery Street
Suite 400
San Francisco, CA 94104

and whose interest in the property hereinafter described is that of Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, 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 August 11, 2010, as follows:

This Supplemental Lease Agreement (SLA) No. 1 is issued to reflect the final agreement between Lessor and the Government regarding the acceptance of space and commencement of rent, located at 131 M Street, NE Washington, DC 20002.

1. **Premises:** The space consisting of 35,412 RSF (30,990 BOASF) consisting of a portion of the first (1st) Floor is hereinafter referred to as "Premises".
2. **Rent Commencement Date and Lease Term:** In accordance with Section 2 of the SF-2 to the Lease, Lessor hereby leases the Premises to the Government for a ten (10) year firm term beginning on August 11, 2010 and ending on August 10, 2020.
3. **Annual Rent:** The Government shall pay Lessor annual rent for the Premises in the amount of \$1,700,111.40 (\$48.01 per RSF or \$54.86 per BOASF), payable at a rate of \$141,675.95 per month in arrears.
 - (i) **Tenant Improvements:** Annual Rent includes \$61,980.00 to amortize a Tenant Improvement allowance of \$20.00 per BOASF (\$17.50 per RSF) at zero percent (0%) annual interest plus \$104,014.88 to amortize a Tenant Improvement allowance of \$22.08 per BOASF (\$19.32 per RSF) at nine percent (9%) annual interest over the initial ten (10) year firm term, equaling \$5.36 per BOASF (\$4.69 per RSF) per year. The total amount of the Tenant Improvement allowance is \$1,304,059.20, which has been fully expended as of the date of this SLA and the Lessor has no further obligation to provide any Tenant Improvement allowance to the Government.
 - (ii) **Operating Cost:** Annual Rent includes an operating cost base of \$287,897.10 (\$8.13 per RSF or \$9.29 per BOASF), which shall be adjusted annually by CPI pursuant to the terms of the Lease.
 - (iii) **Real Estate Taxes:** Annual Rent shall be in addition to Tax Adjustments provided during the Lease term pursuant to the terms of the Lease.
4. **Rent Abatement:** In accordance with Section 3 of the SF-2 to the Lease, the Government shall receive a rent abatement for the first six (6) months of the Lease term, during the period beginning on August 11, 2010 through February 10, 2011, totaling \$850,055.70.
5. **Occupancy Percentage:** The Government's percentage of occupancy is 8.60%, based on occupancy of 35,412 RSF in a building of 411,778 RSF.

CONTINUED ON PAGE 2

6. Monthly Rent Schedule:

(a)	(b)	(c)	(d)=(b)-(c)
Period	Monthly Rent Due* Before Rent Abatements	Rent Abatement	Monthly Rent Due* After Rent Abatements
08/11/10 to 08/31/10**	\$95,974.03	\$95,974.03	\$0.00
09/01/10 to 01/31/11	\$141,675.95	\$141,675.95	\$0.00
02/01/11 to 02/28/11	\$141,675.95	\$45,701.92	\$95,974.03
03/01/11 to 07/31/20	\$141,675.95	n/a	\$141,675.95
08/01/20 to 08/10/20**	\$45,701.92	n/a	\$45,701.92
Total Rent Abatement	-	\$850,055.70	-

* Rent shall be in addition to Operating Cost Adjustments and Tax Adjustments provided during the Lease term pursuant to the terms of the Lease.

** Rent for August 2010 and August 2020 has been prorated to reflect partial months.

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

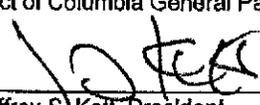
All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

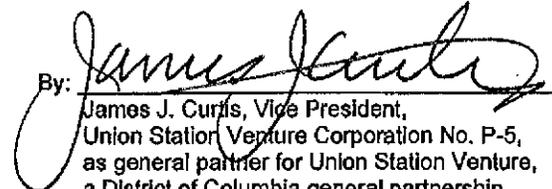
LESSOR:

Union Station Venture,
a District of Columbia General Partnership

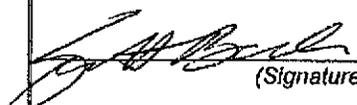
By: _____


Jeffrey S. Kott, President,
Union Station Venture Corporation No. P-5,
as general partner for Union Station Venture,
a District of Columbia general partnership,
and for Union Station Associates Limited Partnership,
a District of Columbia limited partnership.

By: _____


James J. Curtis, Vice President,
Union Station Venture Corporation No. P-5,
as general partner for Union Station Venture,
a District of Columbia general partnership,
and for Union Station Associates Limited Partnership,
a District of Columbia limited partnership.

IN THE PRESENCE OF (witnessed by):



(Signature)

400 Montgomery Street, 4th Floor
San Francisco, CA 94104

(Address)

UNITED STATES OF AMERICA:

By: _____

James Phelan

Contracting Officer, GSA

(Official Title)