

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 2

JUL -7 2011

TO LEASE NO.

GS-11B-02141

ADDRESS OF PREMISES

Patriots Plaza III
355 E Street, SW
Washington, DC 20024-3221

THIS AGREEMENT made and entered into this date by and between NewTower Trust Company Multi-Employer Property Trust

Whose address is: c/o Bentall Kennedy (U.S.) Limited Partnership
1215 Fourth Avenue, Suite 2400
Seattle, Washington 98161-1085
Attn: Executive Vice President - Asset Management

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 consideration hereinafter mentioned covenant and agree said Lease is amended upon execution of the Government as follows:

This Supplemental Lease Agreement (SLA) No.2 is issued to provide the Government with an Additional Tenant Improvement Allowance in return for which the Government will forego the Commission Credit and the twelfth (12th) month of rent abatement otherwise provided for in the Lease. Specifically:

- A. The Lessor shall provide the Government an additional tenant improvement allowance in the amount of \$2,310,497.17 ("Additional Tenant Improvement Allowance").
- B. In return for the Additional Tenant Improvement Allowance, the Government will forego the entirety of (i) the abatement of rent resulting from the Commission Credit provided for in Paragraphs 3. and 6.F of Standard Form 2 section of the Lease and (ii) the twelfth month of the abatement of rent provided for in Paragraph 3. and 6.F of Standard Form 2 section of the Lease.
- C. The parties expressly acknowledge and agree that the nominal amount of the Additional Tenant Improvement Allowance (\$2,310,497.17) provided for herein is less than the nominal amount of the total of the twelfth month of rental abatement and the partial rent reduction in months 13 and 14 to recapture the Commission Credit (██████████) due to a discounting at ██████████ from the time when the abatements would have been effective to the lease commencement date.

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 moneys whatsoever are due under this agreement until thirty days after the date of execution. 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: NewTower Trust Company Multi-Employer Property Trust

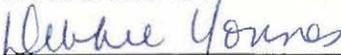
By: Bentall Kennedy (U.S.) Limited Partnership Authorized Signatory
By: Bentall Kennedy (U.S.) G.P. LLC, its General Partner

By 
(signature)

ROBERT COULMAN, VICE PRESIDENT
(name & title)

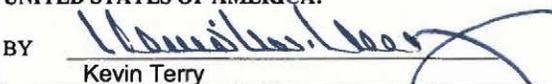
Date: 2/28/2011

IN PRESENCE OF:


(Signature)

Bentall Kennedy
7315 Wisconsin Ave. #350 West
(Address)
Bethesda, Md 20814

UNITED STATES OF AMERICA:

BY 
Kevin Terry

Contracting Officer, GSA, NCR, Real Estate Division