

GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT No. 1	DATE NOV. 4, 2010
ADDRESS OF PREMISES: 1735 New York Avenue, NW Washington, D.C. 20006		TO LEASE NO. GS-11B-02161

THIS AGREEMENT, made and entered into this date between: 1735 NY AVE, LLC

Whose address is: c/o The American Institute of Architects
1735 New York Avenue, NW,
Washington, DC 20006

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 as of June 14, 2010, as follows:

1. Substantial Completion. The Government acknowledges that it accepted all space under Lease GS-11B-02161 as Substantially Complete on June 14, 2010.
2. Term of Lease, The Lease Commencement Date is June 14, 2010. The Lease Expiration Date is June 13, 2020.
3. Rent Commencement Date; Catch-Up Rent Payment. The Rent Commencement Date is June 14, 2010. As of the date of this Supplemental Lease Agreement No. 1, no monthly installments of Annual Rental have been paid. **Accordingly, the new annual rental shall be \$2,471,641.29 at a monthly rate of \$205,970.10, payable in arrears.** This new annual rental reflects the reduction in the Lessor provided Tenant Improvement Allowance of \$686,680.00, amortized at 8% over the 10-year firm term as defined in the SF-2.) The monthly rent payments due and payable from June 14, 2010 through September 30, 2010 shall be paid in its entirety via a lump-sum payment.
4. Tenant Improvement Allowance; Annual Rental.
 - (a) The Tenant Improvement Allowance provided in this Lease has been reduced by Six Hundred Eighty-Six Thousand, Six Hundred Eighty and 00/100 Dollars (\$686,680.00), i.e. from the original Tenant Improvement Allowance of Nine Hundred Sixteen Thousand Six Hundred Eighty and 00/100 Dollars (\$916,680.00), to the final agreed amount (subject to Paragraph 6(a) of this Supplemental Lease Agreement No. 1) of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00).
 - (b) The final agreed Tenant Improvement Allowance of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) has been fully used by the Government except for ten thousand thirty-six dollars and eight cents (\$10,036.08) that is intended to be used by the Government for additional cleaning of the Leased Premises. Through and including December 31, 2010, the Government may submit requisitions to Lessor for cleaning costs to be paid from the remaining TI Allowance of ten thousand thirty-six dollars and eight cents (\$10,036.08) of the final agreed Tenant Improvement Allowance.
5. Base Fit-Out Work; Additional Fit-Out Work; Payment for Base Fit-Out Work and Additional Fit-Out Work.
 - (a) That certain Summary of Agreed Business Terms for Supplemental Lease Agreement #1 dated February 25, 2010 (the "Term Sheet") contemplated that Lessor would perform Base Fit-Out Work and Additional Fit-Out Work on the Government's behalf, both types of work as defined in the Term Sheet. Annexed hereto as Schedule 1, in summary form, is a mutually agreed description of (i) the scopes of Base Fit-Out Work and Additional Fit-Out Work actually performed by Lessor on the Government's behalf, (ii) the contractors and vendors who performed the Base Fit-Out Work and the Additional Fit-Out Work, (iii) the costs of such scopes of work as actually performed, including any change orders, (iv) the respective responsibilities of Lessor and the Government to pay for such scopes of work and (v) the payments in respect of Base Fit-Out Work and Additional Fit-Out Work received by Lessor from the Government to the date of this

Supplemental Lease Agreement No. 1.

- (b) The Government acknowledges that the costs paid by the Government include (i) Lessor's [redacted] supervision fee on all A & E costs of the Base Fit-Out Work, (ii) Lessor's [redacted] construction management fee on all hard costs of the Base Fit-Out Work and (iii) Lessor's [redacted] supervision fee on all costs of the Additional Fit-Out Work.

6. Additional Fit-Out Work – Warranties

- (a) Notwithstanding anything to the contrary in the Lease, in the Term Sheet or under applicable laws, the Government acknowledges that the scope and duration of any warranties provided by Lessor to the Government with respect to the Additional Fit-Out Work shall in no event exceed the scope or duration of the warranties provided to Lessor by the third-party vendors who performed the Additional Fit-Out Work.

The Government and Lessor agree that the Term Sheet has been superseded by this Supplemental Lease Agreement No. 1 and is no longer in effect. The Lease is hereby ratified and confirmed by the Government and Lessor. Except as expressly modified by this Supplemental Lease Agreement No. 1, the 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: 1735 NY AVE, LLC

BY [Signature]

BY

IN PRESENCE OF [Signature], V.P. CFO

ADDRESS

UNITED STATES OF AMERICA

BY [Signature]

CONTRACTING OFFICER, GSA, NCR