

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 4/19/12
	TO LEASE NO. GS-11B-02164	

ADDRESS OF PREMISES: 77 K Street, NE
Washington, DC 20002

THIS AGREEMENT, made and entered into this date by and between 77 K STREET TOWER, LLC, whose address is:

750 9th Street, N.W.
Suite 700
Washington, D.C. 20001-4524

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 upon execution by the Government as follows:

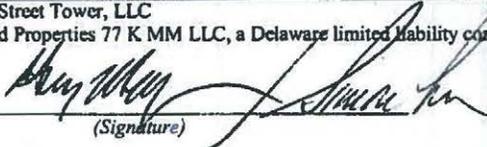
1. SLA No. 1 is hereby issued to establish the lease commencement date (and rent commencement date) of December 31, 2010 for a ten year term expiring December 30, 2020 for the premises at 77 K Street, NE, Suites 100, 200, 300, 400, 500 and 600, Washington, DC measuring a total of 166,770 BOMA rentable square feet (BRSF), equivalent to 144,065 ANSI/BOMA Office Area square feet (BOASF) and five (5) structured secured parking spaces.
2. Per the SF-2, the Government shall pay the Lessor the annual rent of \$7,131,217.50 (\$49.50 per BOASF) at the rate of \$594,268.13 per month in arrears. Rent for a lesser period shall be prorated. Notwithstanding the foregoing, the rent shall be fully abated for the first twenty three (23) months of the lease term, equivalent in value to \$13,668,166.88. The annual rent is inclusive of base operating costs and base real estate taxes. Broker Commission credit of [REDACTED] shall be deducted from the monthly rent due in the 24th and 25th months as follows: [REDACTED] shall be credited on the 24th month, leaving [REDACTED] as the rent due in the 24th month and [REDACTED] credited in the 25th month, leaving [REDACTED] for the 25th month.
3. The Tenant Improvement Allowance of \$6,062,255.20 has been fully amortized and utilized by the Government and has a remaining balance of zero. The Government agrees hereby that the Lessor, as of the date hereof, has fully performed all its obligations for construction of Lessor-funded Tenant Improvements, and that no further Lessor-funded Tenant Improvements are due to the Government under the Lease.
4. The Lessor and the Government hereby agree that the Rent Start Date established in this SLA represents a settlement of all outstanding claims arising from construction and/or Tenant Improvement work, including any and all claims for delay by either party. The parties hereto agree that all such claims are hereby compromised and fully settled and that all rights or causes of action that may have arisen from the construction and/or Tenant Improvements, including any and all claims for delay, are hereby permanently and fully satisfied.
5. The base for annual Operating Cost adjustments is \$1,534,284 (\$9.20 per RSF/\$10.65 per BOASF). The Government's percentage of occupancy for tax purposes is 51.06%, as calculated 166,770 RSF/326,600 RSF.

This document will not constitute an obligation until the date of execution by the Government which execution shall be within thirty (30) days of the Government's receipt of the SLA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

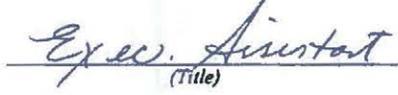
All other terms and conditions of the base lease shall remain in full force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: 77 K Street Tower, LLC

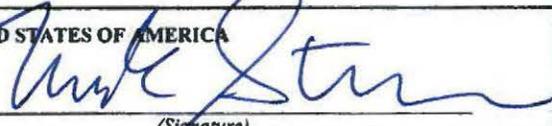
By: Brookfield Properties 77 K MM LLC, a Delaware limited liability company, its managing member

 _____ (Signature)	Gregory B. Meyer Sr. Vice President _____ (Title)	Simon Carney Vice President and Regional Counsel _____ (Title)
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IN THE PRESENCE OF (witnessed by):

 _____ (Signature)	 _____ (Title)
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UNITED STATES OF AMERICA

 _____ (Signature)	Contracting Officer, GSA, NCR, PBS _____ (Title)
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