

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE: DEC 13 2011
SUPPLEMENTAL LEASE AGREEMENT		LEASE NO.: GS-11B-02197

ADDRESS OF PREMISES: Capitol View
425 3rd Street, SW, Washington, DC 20024-3206

THIS AGREEMENT, made and entered into this date and between: SQUARE 537 ASSOCIATES LLC
Whose address is 7500 Old Georgetown Road
Bethesda, Maryland 20814-6195

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, the parties for the considerations hereafter mentioned covenant and agree that the said Lease is amended effective upon execution of Supplemental Lease Agreement (SLA) No. 1 as follows:

As provided under Paragraphs #2 and #6⁽¹⁾ of the Standard Form 2 (the "SF-2") to the Lease, the Government hereby agrees to February 16, 2011, as being the date of substantial completion and acceptance of space for the demised premises containing a total of 76,200 BRSF.

Notwithstanding outstanding punch list items, the Lease Commencement Date is hereby established as February 16, 2011 (which date represents the date that the entire leased premises was substantially completed, not a composite date determined by the incrementally delivered substantially completed leased premises as described in Clause 12, Section 552.270-19, "Progressive Occupancy," of the General Clauses of the Lease). The five (5) year firm term of the Lease shall commence on the Lease Commencement Date and expire at 11:59 p.m. on February 15, 2016. The Rent Commencement Date shall be January 24, 2011, due to twenty two (22) calendar days of Government delay pursuant to SF-2 Paragraph #6⁽¹⁾, and the Government shall pay rent commencing as of this Rent Commencement Date and continuing until expiration of the Lease or earlier termination in accordance with the Lease. As provided for in Clause 23, Section 552.232-75, "Prompt Payment," of the General Clauses of the Lease, and subject to applicable abatements described below, the Government shall pay interest on all rental amounts due to Lessor following the Rent Commencement Date, such interest to be paid to Lessor within thirty (30) calendar days after the date of execution of this SLA by the Government.

The Government has fully utilized the TIA of \$1,270,000.00 set forth in Paragraph 6.(b) of the Standard Form 2 (SF-2) which repayment is fully amortized in the annual rent at 0% (zero percent). The TIA was disbursed as follows: 7/15/2010: Award #1 - A/E Design Services in the amount of [REDACTED]; 7/26/2010: Award #2 - A/E Additional Design Services in the amount [REDACTED]; 8/31/2010: Award #3 - Additional A/E & Long Lead Items in the amount of [REDACTED]; and 9/29/2010: Notice-To-Proceed: Construction in the amount of \$972,577.00

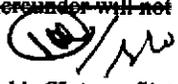
Effective January 24, 2011, the Government shall pay Lessor annual rent of \$3,432,810.00 (\$45.05 BRSF/\$54.06 BOASF) at the rate of \$286,067.50 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$728,345.50 (\$9.56 BRSF / \$11.47 BOASF), base year real estate taxes, and \$254,000.00 to amortize the TIA totaling \$1,270,000.00 (\$20.00 / 63,500 BOASF) at zero percent (0%) interest over the 60 month period from the Lease Commencement Date through the end of the five (5) year firm term of the Lease. Notwithstanding the foregoing, payment by the Government of the first six (6) months of rent due and owing from and after the Rent Commencement Date for the office portion of the lease shall be abated in the sum of \$1,716,405.00 (\$286,067.50 monthly) (the "6 Month Full Rent Abatement"), and an additional abatement in the sum of \$1,390,288.05 in lieu of a [REDACTED] Cooperating Brokerage Commission (the "Commission Abatement"), which Commission Abatement shall be applied as a credit against the base rent during months seven (7) through thirteen (13) of the Lease as follows:

[CONTINUED ON PAGE 2 OF 2]

- Months one (1) through six (6) – the monthly rent to be paid shall be [REDACTED]. The Government is receiving abatement of rent in the amount of [REDACTED] per month.
- Months seven (7) through twelve (12) – the monthly rent to be paid shall be [REDACTED]. The Government is receiving abatement of base rent in the amount of [REDACTED] per month and making payment of operating costs and amortization of the included \$20.00/BOASF of TI.
- Month thirteen (13) – the monthly rent to be paid shall be [REDACTED]. The Government is receiving abatement of base rent in the amount of [REDACTED] and making payment of base rent in the amount of \$39,149.87, operating costs and amortization of the \$20.00/BOASF of TI.
- Month fourteen (14) through the remainder of the firm term of the Lease – the monthly rent shall be \$286,067.50 per month.

The 6 Month Full Rent Abatement and the Commission Abatement shall be the only rent abatements to which the Government is entitled. The monthly rents described in the paragraph above, shall be subject to annual escalation of operating costs and adjustments for real estate taxes as provided for in the SFO. The Government's percentage of occupancy for real estate tax purposes shall be 33.45% based on 76,200 RSF/227,831 BRSF.

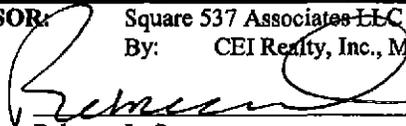
Notwithstanding the foregoing, Lessor reserves its rights related to any and all claims relating to adjustment of the Lease Commencement Date and the Rent Commencement Date, and no provision of this SLA may be construed to waive the Lessor's rights with respect to any such claims..

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever is due under this agreement until thirty (30) days after the date of execution. ~~Except as to interest owed with respect to rent that is past due beyond the expiration of the 6 Month Full Rent Abatement or the Commission Abatement periods, any amount due hereunder will not accrue interest until that time.~~ 

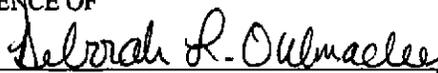
All other terms and conditions of the Lease shall remain in force and effect. To the extent that anything contained in this SLA conflicts with, or is in any manner inconsistent with, any term, provision, section, or covenant of the Lease, including but not limited to any Rider, the SFO, the General Clauses, or any prior SLA, the terms and conditions of this SLA control.

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

LESSOR: Square 537 Associates LLC
By: CEI Realty, Inc., Manager

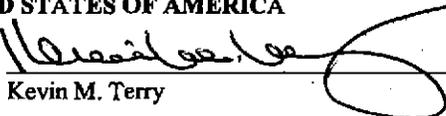
BY  TITLE SENIOR VICE PRESIDENT
Rebecca L. Owen

IN PRESENCE OF


Name:

Address: 7500 Old Georgetown Road, Bethesda, Maryland 20814-6195

UNITED STATES OF AMERICA

BY  TITLE CONTRACTING OFFICER, GSA, NCR
Kevin M. Terry