

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT  No. 3  TO LEASE NO. GS-11B-02141	DATE  <b>NOV 22 2011</b>
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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.) LP  
 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:**

As provided under Paragraph #2 of the Standard Form 2 (the "SF-2") to Lease, the Government and Lessor hereby agree to May 5, 2011, as being the date of substantial completion and acceptance of space for the demised premises containing a total of 330,000 BRSF. Notwithstanding outstanding punch list items, the lease commencement date is hereby established by negotiation as March 15, 2011. The Lease commencement date consists of fifty one (51) calendar days of Government delay. The Lease expiration date is March 14, 2026.

The Government has a total Tenant Improvement Allowance of \$14,456,384.21 ("Total TIA"), with the Total TIA being comprised of (a) the Tenant Improvement Allowance ("TIA") set forth in Paragraph 6.(b) of the SF-2 of \$12,145,887.04, which repayment is fully amortized in the annual rent at 5% (five percent) and (b) the Additional Tenant Improvement Allowance of \$2,310,497.17 as provided under the terms of Supplemental Lease Agreement No. 2. A subsequent SLA will be issued to finalize the rent using the final Total TIA utilized and/or any lump sum payments owed to Lessor by Government for tenant improvement costs in excess of the Total TIA.

Effective March 15, 2011, the Government shall pay Lessor annual rent of \$13,833,600.00 (\$41.92 BRSF) at the rate of \$1,152,800.00 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$2,267,100.00 (\$6.87 BRSF / \$7.85 BOASF), base year real estate taxes, and \$1,152,586.81 to amortize the TIA totaling \$12,145,887.04 (\$42.08 BOASF) at five percent (5%) interest over the 180 month firm term of the lease. Notwithstanding the foregoing, payment by the Government of the first eleven (11) months of rent for the office portion of the lease shall be abated in the sum of \$12,680,800.00 (\$1,152,800.00 monthly) follows:

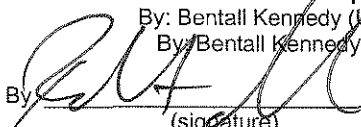
- Months one (1) through eleven (11) - the monthly rent to be paid shall be [REDACTED] The Government is receiving abatement of rent in the amount of [REDACTED] per month.
- Month twelve (12) through the remainder of the firm term of the Lease - the monthly rent shall be \$1,152,800.00 per month.

The monthly rents described in this 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 86.93% based on 330,000 BRSF/379,613 BRSF.


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

By:  (signature) Robert CULLMAN, VICE PRESIDENT (name & title)

Date: 10/25/2011

IN PRESENCE OF  (Signature) 7315 Wisconsin Ave #350 (Address)  
 Bethesda, MD 20814

**UNITED STATES OF AMERICA:**  
 BY  Contracting Officer, GSA, NCR, Real Estate Division  
 Kevin Terry