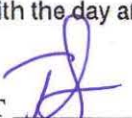



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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT No. 4 | DATE 5-15-12 |
| LEASE NO. GS-11B-02147 | | |
| ADDRESS OF PREMISES: 455 Massachusetts Avenue, NW, Washington DC, 20001 | | |
| <p>THIS AGREEMENT, made and entered into this date by and between: Square 516S Office Venture, LLC</p> <p>Whose address is: 7501 Wisconsin Avenue Suite 1300 West Bethesda, MD 20814</p> <p>And whose interest in the property hereinafter described is that of the Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>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:</p> <p>This Supplemental Lease Agreement (SLA) is principally being issued to memorialize the rent and lease commencement date for the subject Lease, including the expansion space.</p> <p>Paragraph 1 of both SLA No. 1 and SLA No. 2 are hereby deleted in its entirety and substituted with the following:</p> <p>The Lessor hereby leases to the Government the following described premises:</p> <p>1. A total of approximately 22,345 ANSI BOMA Rentable Square Feet (BRSF) being 18,480 ANSI BOMA Office Area Square Feet (BOASF), includes expansion space of 3,059 BRSF/2,530 BOASF, consisting of the 3rd floor in the building located at 455 Massachusetts Avenue, NW, Washington DC 20001.</p> <p>The first two lines in Paragraph 2 in SLA No. 1 are hereby deleted in its entirety and substituted with the following:</p> <p>2. The leased premises, including the expansion space, is substantially complete and the Government accepts the space in its entirety for a term of five (5) years beginning on December 22, 2010 and ending December 21, 2015.</p> <p>Paragraph 3 of SLA No.1 and Paragraph 2 of SLA No. 2 are both hereby deleted in its entirety and substituted with the following:</p> <p>3. Effective December 22, 2010, the Government shall pay the Lessor annual rent of \$867,555.50 (\$38.83/BRSF/\$46.95/BOASF, which includes the expansion space), payable at the rate of \$72,296.29 per month in arrears. Operating cost escalations will occur one (1) time per year for the entire leased space (including the expansion space). The new operating base shall be \$230,320.71 (includes the expansion space). Rent for a lesser period shall be prorated. Rent shall be subject to Tax Adjustments during the Lease term as per Solicitation for Offers. For the purposes of calculating taxes, the Government's percentage of occupancy is 9.22%.</p> <p>4. Rent Abatement: The Government shall receive rent abatement in the amount of \$7,844.35 in the first month of the Lease term, beginning December 22, 2010 due to an overpayment on the build out of the leased premises, including the expansion space. The first month's rent shall equal \$64,451.94.</p> <p>5. The annual rent includes \$73,920.00 to amortize a tenant improvement allowance of \$369,600.00, including the expansion space, at zero percent (0%) annual interest over the initial five (5) year lease term. Incorporated in the annual rent is the cost of daytime cleaning in the amount of \$1.23 per (BOASF), including the expansion space. Rent checks shall be made payable to Square 516S Office Venture, LLC, located at Square 516S Office Venture, LLC, 7501 Wisconsin Avenue, Suite 1300 West, Bethesda, Maryland 20814.</p> <p>Paragraph 5 of SF-2 is deleted in its entirety and substituted with the following:</p> <p>6. The Government shall have the right to one (1) renewal option for a [REDACTED] at an annual rent of [REDACTED], including the expansion space, payable at the rate of [REDACTED] per month in arrears plus cumulative operating expense adjustments from the initial lease term. Rent shall continue to be adjusted for operating costs escalations as provided in SFO-07-014. The Government shall continue to make lump sum adjustments for changes in real estate taxes as provided in SFO-07-014. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.</p> <p>GOVERNMENT </p> <p>LESSOR </p> | | |

7. Paragraph 6. b) of the SF-2, Tenant Improvements is updated: Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than \$20.00/BOASF, the rent shall be adjusted accordingly. (See SFO Section 3.2) Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of nine and half percent (9.50%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$777,638.40 (\$42.08/BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum.

As of the date of SLA No. 4, all of the Tenant Improvements have been completed by Lessor and accepted by the Government. The cost of the improvements was \$673,792.95 and this paragraph together with paragraphs 4 and 5 above memorialized the completion of improvements, including amortization of the Tenant Improvement Allowance and lump sum payment by the Government.

8. Pursuant to Paragraph 6. c) of the SF-2, the Lessor shall cause all janitorial in the Government's space to be performed between the hours of 8:30 am and 4:30 pm, Monday through Friday.

9. The Government's percentage of occupancy for real estate tax purposes shall be 9.22%, based on 22,345 BRSF/ 242,367 BRSF.

10. The HVAC Overtime rate shall be \$50 per hour per floor.

11. In connection with the buildout of tenant improvements, the following limits on markups shall apply: Offeror's general contractor's total fees for overhead and profit shall not exceed 15%, the total fees for general conditions shall not exceed 4% and the total fees for Lessor's overhead and profit shall not exceed 5%. Architectural and engineering fees, if any, shall not exceed \$3 per BOASF. Any such fees will be paid for out of the tenant improvement allowance. These markups are all subject to the right of the Government to reasonably negotiate individual markups based upon the actual scope of work of the requirement.

12. In the case of discrepancies between this SLA No. 4, its riders and the remainder of the Lease, this SLA No. 4 and its riders shall govern.


All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Square 516S Office Venture, LLC

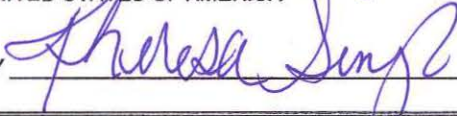
BY  Vice President
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)

7501 Wisconsin Ave 1300 West
(Address) Bethesda MD 20814

UNITED STATES OF AMERICA

BY 

Contracting Officer
(Official Title)