

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT NO.: 2

DATE:

11/7/12

TO LEASE NO.: GS-11B-02239

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.) Limited Partnership
7315 Wisconsin Avenue, Suite #350W
Bethesda, Maryland 20814
Attn: Director of Asset Management – Patriots Plaza III

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 as follows:

Pursuant to Paragraph 1 of the SF-2, the Government leased a total of 26,153 ANSI BOMA Rentable Square Feet (BRSF), which consists of 22,460 ANSI BOMA Office Area Square Feet (BOASF), in the above mentioned building. A portion of the leased premises is located on the second floor of the building and contains 7,546 BRSF (6,258 BOASF) ("Second Floor Space").

Pursuant to SLA No. 1, the Government established the rent commencement and effective date of the lease for the entire leased premises as July 13, 2011.

The total annual rent for the entire leased premises is \$1,232,604.80, payable at the rate of \$102,717.07 per month in arrears and was abated for the first three months of the lease term. However, since the Second Floor Space has not yet been built-out and is still vacant, pursuant to section 3.14 of the SFO, the annual rent shall be reduced by \$29,037.12 (adjustment for vacant premises of \$4.64/BOASF * 6,258 BOASF) at the rate of \$2,419.76 per month effective from October 13, 2011 until such time that the Second Floor Space is built-out and substantially complete.

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, as Trustee of NewTower Trust Company Multi-Employer Property Trust, a collective investment fund operating under 12 C.F.R, Section 9.18

By: Bentall Kennedy (U.S.) LP Authorized Signatory

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

BY

Janette R. Flory
(Signature)

SVP

(Title)

IN THE PRESENCE OF (witnessed by :)

Karon E. Williams
(Signature)

Germantown, Maryland
(Address)

UNITED STATES OF AMERICA

BY



(Signature)

Contracting Officer

(Official Title)