

SUPPLEMENTAL LEASE AGREEMENT

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| SUPPLEMENTAL LEASE AGREEMENT NO. 2 | TO LEASE NO. GS-11B-02329 | DATE 09/13/2012 | PAGE 1 of 2 |
|---------------------------------------|------------------------------|--------------------|----------------|

ADDRESS OF PREMISES
1331 Pennsylvania Avenue, NW, Washington, DC 20004

THIS AGREEMENT, made and entered into this date by and between National Place Lease Company, LLC

Whose address is: c/o Quadrangle Development Corporation
1001 G Street NW, Suite 700W
Washington, DC 20001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to accept the space as substantially complete and memorialize a rent start date of August 23, 2012.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution of the Government as follows:

1. This Supplemental Lease Agreement (SLA) is issued to accept the 5th and 14th floors space and establish the commencement date and term in accordance with the SFO. Effective August 23, 2012 lease term shall start and end upon lease termination as of August 22, 2022.
2. The Government shall pay the Lessor an annual rent of \$1,534,997.70 (\$43.95/BRSF) at the rate of \$127,916.48 per month in arrears. Notwithstanding Paragraph 3 of the Standard Form 2, the Government shall be entitled to abatement of rent to be applied as follows: (a) the fully serviced rent for the first eighteen (18) months of the lease term shall be abated entirely; (b) the fully serviced rent for the last two (2) months of the lease term shall be abated entirely and; (c) a portion of the monthly shell rent shall be partially abated for the 19th through 23rd months of the lease term, as related to the agreed upon commission credit as more fully set forth in paragraph 3 below.
3. Notwithstanding Paragraph 3 of the Standard Form 2, in addition to the full abatement of rent payments for months one (1) through eighteen (18) and one-hundred nineteen (119) through one-hundred and twenty (120), the shell portion of the rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit of [REDACTED]. The reduction in shell rent shall commence with the 19th month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Continued on Page 2

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

LESSOR

SIGNATURE



NAME OF SIGNER

Christopher Gladstone
Authorized Signatory

ADDRESS

1001 G Street, N.W. Suite 700W, Washington, D.C. 20001

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

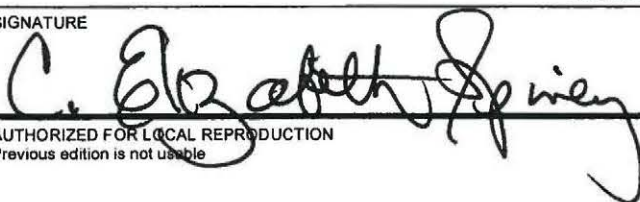
GEORGE G. BOTELER

ADDRESS

1001 G Street, N.W. Suite 700W, Washington, D.C. 20001

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

C. Elizabeth Spivey
OFFICIAL TITLE OF SIGNER
Contracting Officer

Nineteenth (19th) Month's Rental Payment of \$127,916.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Nineteenth (19th) Month's Rent.

Twentieth (20th) Month's Rental Payment of \$127,916.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twentieth (20th) Month's Rent.

Twenty-first (21st) Month's Rental Payment of \$127,916.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twenty-first (21st) Month's Rent.

Twenty-second (22nd) Month's Rental Payment of \$127,916.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twenty-second (22nd) Month's Rent

Twenty-third (23rd) Month's Rental Payment of \$127,916.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twenty-third (23rd) Month's Rent.

4. The first eighteen (18) months shall hereby be defined as the month ending September 22, 2012 (month 1) and the month ending February 22, 2014 (month 18). The nineteenth (19th) month shall hereby be defined as the month ending March 22, 2014, and the twenty-third (23rd) month shall hereby be defined as the month ending July 22, 2014. The last two (2) months shall hereby be defined as the months ending July 22, 2022 (month 119) and August 22, 2022 (month 120).

All other terms and conditions of the lease shall remain in force and effect. It is understood that only upon execution by the Government does this SLA become binding on both parties.

INITIALS:



LESSOR

&



GOVT