GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-11P-LDC12615
ADDRESS OF PREMISES 1201 MARYLAND AVE SW WASHINGTON, DC 20024	PDN Number:

THIS AMENDMENT is made and entered into between Parcel 47D LLC

whose address is:

1201 Maryland Ave SW Ste 280 Washington DC 20024-2150

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective when signed by both parties as follows:

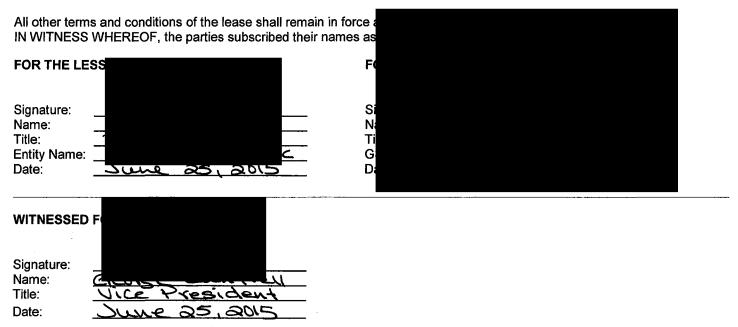
1) Lease Paragraph 1.01B, Common Area Factor, is hereby deleted in its entirety and replaced by the following:

The Common Area Factor (CAF) is established as 18.059 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

2) Lease Paragraph 1.03A, is hereby deleted in its entirety and replaced by the following:

The first 18 (eighteen) months of full service rent (including shell, tenant improvements, operating costs, and building specific amortized capital) has been abated as free rent (the total free rent is \$5,237,160). The broker commission credit shall be applied months nineteen (19) through twenty-three (23). At acceptance the lease term shall commence. The lease term acceptance date shall be memorialized by Lease Amendment. The following rental payment schedule shall begin on month twenty-four (24) of the lease.

This Lease Amendment contains 2 pages.





	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$1,947,976.35
TENANT IMPROVEMENTS RENT ²	\$ 315,582.84
OPERATING COSTS ³	\$ 1,002,914.41
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 224,966.41
TOTAL ANNUAL RENT	\$3,491,440.00

³Operating Costs rent calculation: \$11.49 per RSF multiplied by 87,286 RSF

3) Lease Paragraph 1.03I, is hereby deleted in its entirety and replaced by the following:

The lessor shall grant the Government additional cash allowance equal to \$621,045.60. The Government at its sole discretion may elect to use the additional allowance to fund tenant improvements or as additional free rent. The cash allowance amount of \$621,045.60 has not been used in the rent calculations and will be addressed at a later date by lease amendment.

Lease Paragraph 1.04, Broker Commission and Commission Credit, is hereby deleted in its entirety and replaced by the following:

A. DTZ Americas Inc (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is and is earned upon Lease execution, payable according to the Commission Agreement signed of the Commission will be payable to DTZ Americas Inc with the remaining between the two parties. Only is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

adjusted 19th Month's Rent. Month 19 Rental Payment \$290,953.33 minus prorated Commission Credit of eguals adjusted 20th Month's Rent. Month 20 Rental Payment \$290,953.33 minus prorated Commission Credit of eguals adjusted 21st Month's Rent. Month 21 Rental Payment \$290,953.33 minus prorated Commission Credit of equals adjusted 22nd Month's Rent. Month 22 Rental Payment \$290,953.33 minus prorated Commission Credit of eguals Month 23 Rental Payment \$290,953.33 minus prorated Commission Credit of adjusted 23rd Month's Rent. equals

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

INITIALS:

Lease Amendment Form 12/12

¹Shell rent calculation:(Firm Term) \$22.3172 per RSF multiplied by 87,286 RSF ²The Tenant Improvement Allowance of \$2,592,865.38 is amortized at a rate of 9 percent per annum over 15 years.

⁴Building Specific Amortized Capital (BSAC) of \$1,848,350 are amortized at a rate of 9 percent per annum over 15 years