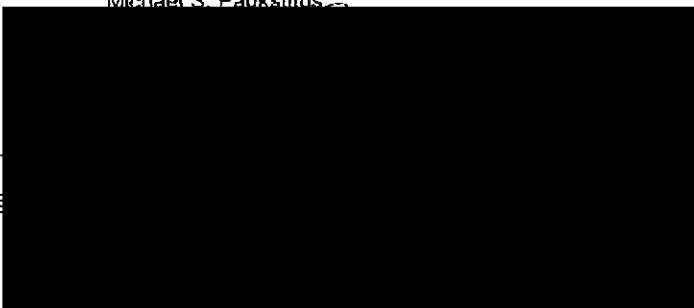


<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT</p> <p>No. 2</p> <p>TO LEASE NO. GS-11B-02151</p>	<p>DATE</p> <p>9/27/2011</p>
<p>ADDRESS OF PREMISES 7401 Fullerton Road Springfield, Virginia, 22153</p>		
<p>THIS AGREEMENT made and entered into this date by and between: Washington Real Estate Investment Trust</p>		
<p>whose address is: 6110 Executive Boulevard, Suite 800 Rockville, MD 20852-3903</p>		
<p>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 issued by the Government to accept as Substantially Complete the Lessor constructed Tenant Improvements within the Leased Premises at 7401 Fullerton Road, Springfield, Virginia 22153, to establish the Lease Commencement Date, and to correct Paragraph 4 of the Standard Form 2 (SF2).</p>		
<p>The date of Inspection and Acceptance of the entire Leased Premises is established as February 3, 2011. The Lease Commencement Date is established as February 3, 2011 and shall expire on February 2, 2016, subject to the Government's lease renewal option set forth in Paragraph 4 of the SF2.</p>		
<p>Effective February 3, 2011, the annual rent shall be \$215,780.37 (\$15.27/BRSF - \$15.43/BOASF), payable at a rate of \$17,981.70 per month, in arrears. Rent for a lesser period will be prorated. Notwithstanding the foregoing, the parties acknowledge that the Government has not obligated its Tenant Improvement Allowance and elects to return it to the Lessor in exchange for a rent credit, in accordance with SFO Section 1.10.A.1. Therefore, the Government shall be entitled to a rent credit in the amount of \$103,002.85, which is equal the Tenant Improvement Allowance (\$88,798.40), amortized over the 5 year lease term at an annual rate of 6.0% (\$20,600.57 per year). The rent credit of \$103,002.85 will be applied against the monthly rental payments until exhausted.</p>		
<p>Rent checks shall be made payable to: WRIT (Washington Real Estate Investment Trust) at the address shown below:</p> <p>P.O. Box 79555 Baltimore, MD 21279-0555</p>		
<p>Pursuant to Supplemental Lease Agreement No. 1, the Leased Premises were expanded from 9,421 BRSF to 14,131 BRSF. Paragraph 4 of the SF2 is hereby deleted in its entirety and replaced with the following in order to reflect the correct size of the Leased Premises:</p>		
<p>4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: The Government shall pay the Lessor annual rent of \$173,387.37 (\$12.27/RSF - \$12.39/BOASF) at the rate of \$14,448.95 per month, in arrears for years 6 through 10, 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 the day after the date of mailing.</p>		
<p>All other terms and conditions of the base lease shall remain in full force and effect.</p>		
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR: WRIT (Washington Real Estate Investment Trust)</p>		
<p>By: <u>Michael S. Paukstis</u></p> 	<p>TITLE: <u>SVP - Real Estate</u></p> <p>DATE: <u>3-21-11</u></p>	
<p>IN THE UNITED STATES OF AMERICA</p>	<p>ADDRESS: <u>6110 Executive Blvd., Suite 800 Rockville, MD 20852-3903</u></p> <p>FOR: <u>GSA, NCR</u></p>	