GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5	DATE AUG 30 2012
	TO LEASE NO. GS-11B-02106	

ADDRESS OF PREMISES 675 North Randolph Street
Arlington, VA 22203

THIS AGREEMENT, made and entered into this date by and between Ashton Park Associates I,LLC **whose address is:**
c/o The Shooshan Company
4075 Wilson Boulevard, Suite 440
Arlington, VA 22203

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 adjust the obligation for payment of electricity services provided to the leased premises and related matters.

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:

1. **Electricity Service:** The Government hereby agrees to become responsible for payment directly to the utility provider for all electricity services to the leased premises, and has taken on the accounts for such payment as of April 18, 2012. Accordingly, effective April 18, 2012 and thererafter, the Government shall insure that all electric meters to the leased premises are registered in the name and address designated by the Government for payment of these utility charges. The Lessor shall have no further duty or obligation to pay for electricity services to the leased premises, and the Government shall assume all responsibility for any electric service interruption arising from non-payment. All references in the Lease to the provision of electricity service by the Lessor are hereby deemed of no further force and effect.

2. **Annual Rent:** In consideration of the assumption by the Government of the responsibility to pay for all electricity services under this Lease, effective on April 18, 2012 the annual rent shall be decreased by (b) (4) [redacted] per annum. Accordingly, the annual rent set forth in Paragraph 3 of the Lease is hereby amended to **$13,941,336.60**, which rent shall be paid monthly in arrears at the rate of (b) (4) [redacted] Rent for a lesser period shall be prorated.

3. **Operating Costs Adjustments:** The base for operating cost escalations is hereby adjusted effective April 18, 2012 to deduct the amount formerly included for the electricity service provided by the Lessor. Accordingly, Paragraph 6.E of the Lease is hereby deleted in its entirety and replaced by the following:

   E. For the purposes of Paragraphs 3.7 and 3.8 of the SFO, as of the date hereof, the operating cost base is (b) (4) [redacted] The Lessor shall provide all utilities and services required under the SFO, excluding all electricity service, which electricity service shall be borne directly by the Government in accordance with this Agreement.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date. [continued on next page]

Lessor: ASHTON PARK ASSOCIATES I, LLC
By: [redacted]
By: (b) (6) [redacted]

BY _____ (Signature) John Shooshan

Manager (Title)

IN THE PRESENCE OF (witnessed by):
(b) (6) [redacted]
(Signature) Michael Mesmer

4075 Wilson Blvd., #440
Arlington, VA 22203
(Address)

UNITED STATES OF AMERICA:

BY (b) (6) [redacted]
(Signature)
T.C. Hairston
Sey. Gbadegesin

Contracting Officer, GSA, NCR
(Official Title)

4. **Overtime HVAC Services:** Because the Government is responsible for payment directly to the utility provider for all electricity services to the leased premises, the charge to the Government for overtime HVAC utilities as set forth in Paragraph 6.I are hereby amended by deleting the clause in its entirety and replacing it with the following:

   I. Pursuant to paragraph 7.3 of the SFO, as part of the rental consideration set forth in Paragraph 3 of this SF2, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays and federal holidays ("Normal Hours Schedule"). Overtime beyond the above-referenced Normal Hours Schedule for overtime HVAC on an occasional basis shall be provided at rates of (i) $27.37 per hour for overtime HVAC for each floor, or, if the Government elects to require overtime on a recurring basis at the rate of (ii) $789,052.00 per year for overtime HVAC throughout the entire Leased premises every Saturday, Sunday and Federal holiday from 8:00 am to 5:00 pm. The foregoing overtime HVAC rates shall escalate in a manner consistent with section 3.7 "Operating Costs" in the SFO. The foregoing overtime HVAC rates are inclusive of all labor, maintenance, service and engineering fees. Notwithstanding the hours of HVAC service, the Government shall have access to the Leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

5. **Adjustment for Vacant Premises:** The Adjustment for Vacant Premises set forth in Paragraph 6.J of the Lease is hereby amended to delete the amount previously included for electricity service. Accordingly, the amended Adjustment for Vacant Premises shall be **$1.49** per BRSF, which amount shall supersede and replace the amount set forth in Paragraph 6.J of the Lease.

6. **Application of the Commission Credit to the Payment of Annual Rent** As set forth in Paragraph 6.C of the Lease, the Government is entitled to recapture the Commission Credit by reducing the shell rental payments due and owing under this Lease for the first, second, third, fourth and fifth full months of the term. Accordingly, in order to correct the amounts due as the result of the Government's payment for all electricity service, the final five paragraphs of Paragraph 6.C are hereby deleted in their entirety and replaced by the following:

   First Full Month's Rental Payment of (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted First Full Month's Rent (12/23/11 – 1/22/12);

   Second Full Month's Rental Payment of (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Second Full Month's Rent (1/23/12 – 2/22/12);

   Third Full Month's Rental Payment of (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Third Full Month's Rent (2/23/12 – 3/22/12);

   Fourth Full Month's Rental Payment, which is adjusted to reflect the commencement of the Government's obligation to pay utilities as of April 18, 2012, of (b) (4) .20 (25 days at the full rate of (b) (4) + 5 days at the net of utilities rate of (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Fourth Full Month's Rent (3/23/12 – 4/22/12); and

   Fifth Full Month's Rental Payment of (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted Fifth Full Month's Rent.

   Based on the above defined application of the Commission Credit, the adjusted total rent to be paid by the Government for the first five (5) full months of the Lease term (from 12/23/11 – 5/22/12) is (b) (4)

Initials: Lessor (b) (6) /Government (b) (6)