

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO.

3

DATE

1/22/02

TO LEASE NO.

GS-11B-01307

Page 1 of 2

ADDRESS OF PREMISES 601 New Jersey Avenue, NW
Washington, DC 20001-2021

THIS AGREEMENT, made and entered into this date by and between L601, LLC, whose address is

c/o Lowe Enterprises Mid-Atlantic
1101 Connecticut Avenue, NW, Suite 250
Washington, DC 20036

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, effective upon execution by the Government, as follows:

1. This Supplemental Lease Agreement ("SLA") is issued to adopt a new Project Schedule, to provide for accelerated and progressive occupancy, and to establish a composite lease and rent commencement date of June 16, 2002.
2. In accordance with Paragraph 3.16 of the Lease, the attached Project Schedule titled "SLA No. 3 Attachment No. 1," and dated 12/19/01, shall be the final agreed-upon Project Schedule and hereby supercedes the previous Project Schedule titled Version 8 and dated July 18, 2001, adopted in SLA No. 1. From the date of this SLA, any delay by either party shall be calculated against the new Project Schedule attached to this SLA.

(Continued)

None of the rights and responsibilities of either party is changed except as set forth in this SLA.

It is understood that only upon execution by the Government does this SLA become binding on both parties.

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: L601, LLC

a Delaware Limited Liability Company, By: New Jersey Investments, Inc., a Delaware Corporation, Its: Managing Member, By: Michael S. Balaban, Its: Vice President

BY

(Signature)

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

MS. NOREEN FREEMAN, CONTRACTING OFFICER

Contracting Officer

(Official Title)

Supplemental Lease Agreement No. 3 to Lease No. GS-11B-01307

Page 2 of 2

3. The new Project Schedule provides for accelerated and progressive occupancy as follows and Paragraph 6.K of the Standard Form 2 of the Lease is hereby amended accordingly:
- (a) The Final Occupancy Inspection & Permit, as set forth in the Project Schedule, shall be obtained in phases for specific floors by the dates of delivery specified as follows:
 - Phase 1 – Entire Floors 5, 6, 7 – Final Occupancy Inspection & Permit by the close-of-business on July 15, 2002
 - Phase 2 – Entire Floors 2, 3, 4 – Final Occupancy Inspection & Permit by the close-of-business on August 5, 2002
 - Phase 3 – Entire Floor 1 – Final Occupancy Inspection & Permit by the close-of-business on August 19, 2002.
 - (b) The Government Punchlist and Space Acceptance, as set forth in the Project Schedule, shall be obtained in phases for specific floors by the dates of acceptance specified as follows:
 - Phase 1 – Entire Floors 5, 6, 7 – Government Punchlist and Space Acceptance by close-of-business on July 22, 2002
 - Phase 2 – Entire Floors 2, 3, 4 – Government Punchlist and Space Acceptance by close-of-business on August 12, 2002
 - Phase 3 – Entire Floor 1 – Government Punchlist and Space Acceptance by close-of-business on August 26, 2002.
4. The parties hereby agree that Paragraph 6(K) of the SF-2 of the Lease and Paragraphs 3.17(G),(I), and (J) of the Lease are hereby amended to provide as follows:
- (a) The composite rent and lease commencement date shall be June 16, 2002.
 - (b) The composite lease and rent commencement date is based upon a composite date of acceptance of August 3, 2002, and accounts for all delays incurred by either party prior to the date of this SLA, in accordance with Paragraph 3.17(G) of the Lease, but not for delays incurred after the date of this SLA.
 - (c) The composite lease and rent commencement date of June 16, 2002, shall be further adjusted only for delays incurred after the date of this SLA in achieving the composite date of acceptance as set forth in the new Project Schedule, and Paragraph 3(b) hereof, as set forth in (d) and (e) below.
 - (d) As the sole remedy under Paragraph 3.17(G) of the Lease for Lessor Delay, as defined therein, the composite lease and rent commencement date of June 16, 2002, shall be adjusted one day for each day of Lessor Delay with the following exception. In the event that Lessor Delay extends the composite lease and rent commencement date beyond September 1, 2002, then the preceding sentence shall no longer be applicable and the Government shall have the right to assess liquidated damages in accordance with paragraph 3.11 of the Lease.
 - (e) As the sole remedy under Paragraph 3.17(G) of the Lease for Government Delay, as defined therein, the time for Lessor to deliver the space as set forth in Paragraph 3(a) hereof and the dates of acceptance in Paragraph 3(b) hereof shall be adjusted one day for each day of Government Delay, but the lease and rent commencement date of June 16, 2002, shall not be adjusted.

INITIALS:


LESSOR

&


GOVERNMENT