

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

1

DATE

9/18/01

TO LEASE NO.

GS-11B-01307

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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

c/o Lowe Enterprises Mid-Atlantic
whose address is 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 as follows:

In accordance with Paragraph 3.16 (Project Schedule) of the lease, this Supplemental Lease Agreement shall incorporate the agreed upon project schedule (Project Schedule version 8 dated July 18, 2001) into the lease. Said project schedule shall be known as Attachment #1. Explanation of said project schedule can be found in Attachment #2 titled Memorandum and dated August 23, 2001. Said memorandum, including the attached correspondence from Girard Engineering, P.C. dated June 5, 2001, is made a part of the lease as well. In the event that any of the terms of this SLA contradict the terms of the original Lease, this SLA shall govern.

In accordance with the project schedule, paragraph 3.17 (Delivery Schedule of Tenant Improvements) is hereby amended as follows:

The third sentence of paragraph 3.17.B.2 entitled "B. DESIGN INTENT DRAWINGS: 2. Review." is hereby deleted and in lieu thereof is inserted the following:

Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 14 days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review.

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]
(Signature)

Vice President
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]
(Signature)
JAMES A. ALEXANDER

1705 DeSales St NW #900 Washington DC 20036
(Address)

UNITED STATES OF AMERICA

BY [Signature]
MS. NOREEN FREEMAN, CONTRACTING OFFICER

Contracting Officer
(Official Title)

Original 9/10 revised 9/18/01

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Paragraph 3.17.D. is hereby deleted in its entirety and in lieu thereof is inserted the following:

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within **14** days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have up to **7** days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review. The Government shall have **7** days to review modified working/construction drawings prior to approval. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings, a notice of conformance shall be transmitted to the Lessor, and the Lessor shall commence competitive bidding of the Tenant Improvements. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

All numbers of days referenced above are in calendar days in accordance with the lease as opposed to working days as is referenced in the Project Schedule. Nonetheless, the lease and the project schedule provide the same overall durations for the above-referenced review and cure periods.

This SLA includes and incorporates the following attachments:

Attachment # 1 - Project Schedule version 8 dated July 18, 2001

Attachment # 2 - Memorandum dated August 23, 2001

Attachment # 3 - Correspondence from Girard Engineering, P.C. dated June 5, 2001

INITIALS:


LESSOR

&


GOVERNMENT