sGENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 2	DATE SEP 10 2010
	TO LEASE NO. GS-11B-02147	

ADDRESS OF PREMISES 455 Massachusetts Ave, NW
Washington, DC 20001-2621

THIS AGREEMENT, made and entered into this date by and between Square 516S Office Venture, LLC, **whose address is:**

2400 N Street, NW
Suite 600
Washington, DC 20037-1153

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:

This Supplemental Lease Agreement (SLA) is issued to acquire 3,059 BOMA Rentable Square Feet (BRSF) / 2,530 ANSI BOMA Office Area Square Feet (BOASF) of expansion space, located on the 3rd floor of the above referenced building. This expansion will increase the total amount of space under the lease from 19,286 BRSF / 15,950 BOASF to 22,345 BRSF / 18,480 BOASF. The expansion space is effective upon substantial completion of the space and shall be co-terminus with the existing lease, which will expires on June 4, 2015. Expansion space outlined on attached Exhibit A. RP MS

The annual rent for the expansion space is $140,714.00 ($46.00 per BRSF x 3,059 BRSF), which includes an operating cost base of $31,700.82, base real estate taxes, and ~~$10,132.00~~ $10,120.00 to amortize a tenant improvement allowance of ~~$50,660.00~~ $50,600.00 ($20.00/BOASF) at zero percent (0%) annual interest over the initial five (5) year lease term. The operating operating cost base of $31,700.82 ($12.53 per BOASF x 2,530 BOASF) includes the daytime cleaning premium of $1.23 / BOASF. RP MS MS RP

The SFO is amended to increase the percentage of occupancy by 1.26% from 7.96% to 9.22% (22,345 / 242,367).

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor: Square 516S Office Venture, LLC

BY _____ Vice President
(Signature) *(Title)*

IN THE PRESENCE OF (witnessed by):

_____ [redacted]
(Signature)

UNITED STATES OF AMERICA:

BY _____ Contracting Officer, GSA, NCR, PBS
(Signature) *(Official Title)*