

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 1

DATE SEP 07 2010

TO LEASE NO. GS-11B-02154

ADDRESS OF SPACE: 1025 F Street, Washington, DC 20004-1412

THIS AGREEMENT, made and entered into this date by and between Woodies Holdings, LLC

whose address is: 702 H Street, NW, Suite 400
Washington, DC 20001-3875

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 hereafter mentioned covenant and agree that the said Lease is amended effective upon full execution of this SLA as follows:

This Supplemental Lease Agreement (SLA) is issued to reflect an increase in the tenant improvement allowance from \$20.00/BOASF to \$42.08/BOASF (\$407,292.32) in accordance with Paragraph 6(b) of the SF2.

Accordingly Paragraph 3 of the SF2 is amended to read as follows: The Government shall pay the Lessor an annual rent of \$551,025.47 (\$52.71/BRSF (\$52.71 4677) which is equivalent to \$56.93/BOASF [\$56.24/BOASF + \$.69 daytime cleaning] at the rate of \$45,918.79 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$84,013.72 (\$8.68/BOASF (\$7.99 + \$.69 daytime cleaning), and base year real estate taxes, and \$26,971.54 to amortize a tenant improvement allowance of \$193,580 (\$20.00 BOASF) at seven percent (7%) annual interest and \$33,890.69 to amortize a tenant improvement allowance of \$213,712.32 (\$22.08 BOASF) at 10 percent (10%) annual interest over the initial ten (10) year lease term. The operating cost base includes the daytime cleaning premium of \$.69/BOASF. The Government shall be entitled to abatement of rent in the amount of \$153,141.14 to be applied against the initial monthly fully service rental payments until exhausted. Rent checks shall be payable to Woodies Holdings, LLC at the address shown below:

Woodies Holdings, LLC
702 H Street, NW
Suite 400
Washington, DC, 20001-3875

In addition, the first sentence of Section 6(g) of the SF2 is modified to read, "Notwithstanding anything in the lease to the contrary, the parties have agreed to a rent abatement in the amount of \$153,141.14."

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: Woodies Holdings, LLC

BY

(Signature)

IN THE PRESENCE OF (witnessed by:)

(Signature)

Norman Jernal VP

(Printed Name & Title)

702 H Street Washington, DC 20001

(Address)

UNITED STATES OF AMERICA

BY

Contracting Officer, GSA, NCR

(Official Title)