

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

No. 3

Aug 14, 2013

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. **GS-11B-12507**

ADDRESS OF PREMISES

**800 K Street NW
Washington, DC 20001**

THIS AGREEMENT, made and entered into this date by and between **800 K Street Associates, L.L.C.**
whose address is: c/o JBG Companies
4445 Willard Ave, Suite 400
Chevy Chase, MD 20815

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above-referenced Lease to allow the Government to access the roof of the building and to install a telecommunications antenna thereon.

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) No. 3 is being issued to amend Lease No. **GS-11B-12507** to include the terms and conditions agreed to by the parties for the installation of a certain antenna on the roof of the building, referred to herein as the "Antenna," that will be installed by the Government's contractor, Sprint Solutions, Inc., referred to herein as the "Contractor," subject to the following terms and conditions:

1. The Government shall be responsible, at its sole cost and expense, for all installation, operation, use, repair, replacement, and maintenance of the Antenna. In addition, the Government shall be solely responsible and liable for any damage or damages that may arise from, or that may in any way be related to, (i) the installation, operation, use, repair, replacement, and maintenance of the Antenna, (ii) any failure of the Antenna, including, but not limited to, the loss of any data related thereto, or (iii) any damage to person or property in connection with the installation, operation, use, repair, replacement, and maintenance of the Antenna. The parties expressly agree that the Lessor does not have any obligation, responsibility, or liability in any way related to any of the foregoing.
2. The location and installation of the Antenna shall be in accordance with the attached "Scope of Work" (Attachment A - Five Pages). The Lessor is not obligated to provide more than five (5) square feet on the roof of the building to accommodate the Antenna. The Government is not required to pay to the Lessor any rent or license fee for such space on the roof of the building. Unless the Lessor approves (in the Lessor's reasonable discretion) another contractor in advance of such contractor performing any such work, all such work shall be performed by the Contractor. If the Lessor so approves another contractor, such contractor shall be considered for all purposes herein the "Contractor." The Contractor shall be fully insured and bonded as required by applicable law, rule, regulation, order, or ordinance or, if not so required, than with minimum coverages as maintained by first class contractors who perform work similar to that of the Contractor (or such other contractor, if applicable). Upon receipt by the Lessor of at least twenty-four (24) hours' advance notice of the Government's or the Contractor's, as applicable, need for such access, the Lessor shall allow the Government or the Contractor, as applicable, access to the roof of the building at reasonable times. The Government's obligations and liabilities as set forth in this SLA extend to the actions or inactions of the Contractor to the extent that the Contractor's actions or inactions are in any way related to the Antenna or the building.
3. The Government's installation, operation, use, repair, replacement, or maintenance of the Antenna shall not interfere with any other tenant's installation, operation, use, repair, replacement, or maintenance of such tenant's antenna(s) or other equipment located on the roof of the building.

4. The Government shall promptly remove the Antenna upon or before the expiration of the term of the Lease, or the earlier termination of the Lease, as applicable, at the Government's sole cost and expense, including, without limitation, restoring any area of the building or surrounding areas affected by the installation, operation, use, repair, replacement, maintenance, or removal of the Antenna to their condition existing immediately prior to the installation of the Antenna.
5. Except as expressly amended by this SLA, all other terms and conditions of the Lease shall remain in force and effect.

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

Lessor: 800 K Street Associates, L.L.C.

By: 800K/801 Eye IV, L.L.C.

By: JBG/Company Manager III, L.L.C.

BY

(Signature)

IN THE PRESENCE OF (witnessed by):

(Signature)

Steve Bonacci
Authorized Signatory

(Title)

4445 Willard Ave
Cherry Chase, MD 20815

(Address)

UNITED STATES OF AMERICA:

BY

(Signature)

Contracting Officer, GSA, NCR
(Official Title)

W P