GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 2	DATE APR 17 2011
	TO LEASE NO. GS-11B- 02234	

ADDRESS OF PREMISES 1953 Gallows Road
Vienna, VA 22182-3934

THIS AGREEMENT, made and entered into this date by and between: LR Gallows, LLC whose address is:

1101 Connecticut Avenue, NW
Suite 250
Washington, DC 20036-4303

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) Number 2 is issued to acquire additional space of 1,043 BOMA Rentable Square Feet (BRSF) yielding 964 ANSI BOMA Office Area Square Feet (ABOA) located on a portion of the 1st floor of the building at 1953 Gallows Road, Vienna, Virginia 22182-3934 as shown in the attached floor plan. The space covered by this Lease shall increase from 32,250 BRSF / 29,090 ABOA to 33,293 BRSF / 30,054 ABOA. The number of parking spaces shall remain ninety-seven (97). Acceptance by the Government of the 1st floor space as substantially complete shall occur concurrently with the acceptance of the 2nd floor space.

2. The Government shall pay the Lessor for the 1st floor space the annual rent of $25,064.00 [$26.00 x 964 ABOA] at the rate of $2,088.67 per month. Upon acceptance of the entire space, the annual rent shall increase from $1,136,255.40 to $1,161,319.40, payable at the rate of $96,776.62 per month in arrears.

   The Government shall be entitled to abatement of rent for the 1st floor space in the amount of $8,354.68 to be applied against the first Four (4) full months of the lease term at the rate of $2,088.67 per month. This rent abatement is inclusive of operating costs and amortization of the tenant improvement allowance.

   The total amount of rent abatement for the entire space under lease shall increase to $292,418.53 [$284,063.85 for the 2nd floor space + $8,354.68 for the 1st floor space], to be applied at the rate of $96,776.62 per month during the first full Three (3) months of the lease term. The remaining abatement balance of $2,088.67 shall be applied against rent for the 4th month.

3. The operating cost base shall increase by $5,649.04 [$5.86 x 964 ABOA] from $170,467.40 to $176,116.44. This operating cost base is inclusive of fees for daytime cleaning services.

4. The Lessor shall provide a Tenant Improvement Allowance (TIA) for the 1st floor space in the amount of $14,460.00 [$15.00 x 964 ABOA] amortized in the annual rent at the rate of $2,892.00 at Zero percent (0%) interest rate.

5. The total amount of TIA provided by the Lessor for the entire space shall increase from $1,224,107.20 to $1,238,567.20 to be amortized in the rent at the rate of $283,017.56 per year [$119,252.00 to amortize $596,260.00 at 0% interest rate + $163,765.56 to amortize $642,307.20 at 10% interest rate].

6. The Government's percentage of occupancy shall increase by .41% from 12.58% to 12.99% [33,293 BRSF / 256,371 BRSF].

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: *LR Gallows, LLC*

BY _____ SENIOR VICE PRESIDENT
(Title)

IN THE PRESENCE OF (witnessed by:)

_____
(Signature)

1101 CONNECTICUT AVE NW STE 250 WASH DC 20036
(Address)

UNITED STATES OF AMERICA

BY _____

Contracting Officer, GSA, PBS, NCR, Real Estate Division
(Official Title)

GSA DC 68-1176