

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 2	DATE November 13, 2012
	SUPPLEMENTAL LEASE AGREEMENT TO LEASE No. GS-11B-12549 (previously SEC-DC-0006)	

ADDRESS OF PREMISES
400 7th Street, S.W.
Washington D.C., 20024-2705

THIS AGREEMENT, made and entered into this date by and between **DAVID NASSIF ASSOCIATES**, a District of Columbia limited partnership, whose address is:
195 Worcester Street, Suite 301
Wellesley Hills, MA 02481

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 the date of this Supplemental Lease Agreement (SLA) No. 2:

This SLA No. 2 is hereby issued to delete the entire content of the Lease's Standard Form 30, Modification 0001, dated June 13, 2012, including its Attachments A through E (the "Modification"), and replace it with the attached Standard Form 2, U.S. Government Lease for Real Property and its Exhibits (the "SF-2").

By way of background, the Lessor and the [REDACTED] entered into that certain Letter Contract, dated as of July 28, 2010 (the "Letter Contract"), for the leasing of space at the building known as Constitution Center, 400 7th Street, S.W., Washington, D.C. (the "Building"). Pursuant to the terms of the Letter Contract, [REDACTED] was to lease approximately 900,000 rentable square feet ("RSF") of office and special use space out of the roughly 1,397,332 RSF available in the Building. Occupancy of 60,000 +/- RSF of swing space, to be rent free, was to be delivered in October 2010. Occupancy of the first 350,000 +/- RSF was to be delivered not later than September 2011, and the final 550,000 +/- RSF was to be delivered not later than September 2012. However, in early October 2010, [REDACTED] informed the Lessor that because funding was not received for the new hires that the space was intended to house, [REDACTED] would be forced to reduce the amount of its leased space in the Building. On October 19, 2010, [REDACTED] agreed to release an amount of space under the Letter Contract necessary for the Lessor to compete for a new lease of approximately 315,000 RSF with the [REDACTED]. On December 8, 2010, [REDACTED] agreed to release an amount of space under the Letter Contract necessary for the Lessor to negotiate for a new lease with the [REDACTED]. [REDACTED] expressed its position that after the aforementioned releases, it retained approximately 300,000 RSF under the Letter Contract. The Lessor disagreed and contended that approximately 358,000 RSF remained subject to the Letter Contract. In any event, on February 10, 2011, [REDACTED] informed the Lessor that [REDACTED] would not have a need for any of the remaining space in the Building. On June 13, 2012, [REDACTED] unilaterally issued the Modification, which included as Attachment E a lease and attachments representing a definitization of the Letter Contract (the "Definitized Lease"). [REDACTED] declared the property under the Definitized Lease as excess property to begin the disposal process, and the U.S. General Services Administration ("GSA") applied for the transfer of such property to GSA in accordance with Federal law. As set forth in SLA No. 1 dated September 13, 2012 ("SLA No. 1"), the Definitized Lease was transferred from [REDACTED] to GSA by means of Transfer Letter effective June 29, 2012. The Lessor and GSA have subsequently agreed to delete the entirety of the Modification, including the Definitized Lease, and replace it with the attached mutually-agreeable SF-2. Therefore, effective as of the date of this SLA No. 2, SLA No. 1 and SLA No. 2, and all of its attachments and Exhibits, as well as any future-agreed amendments hereto, shall constitute the entirety of the Lease.

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

LESSOR: [REDACTED]
BY [REDACTED] Partner
Timothy [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

800 17th St., Suite 1100, NW Washington, D.C.
(Address) 20006

U.S. General Services Administration
BY [REDACTED] Contracting Officer
(Official Title)

(yielding approximately 189,006 ABOA) on Floors 5 - 10; (2) 8,486 RSF (yielding approximately 6,953 ABOA) on the Plaza level; and (3) all of the Conditioned Below-Grade Space leased by the Government pursuant to Paragraph 1(a)(ii) above, to be occupied by the [REDACTED] as more particularly shown as [REDACTED] on the Leased Premises Layout Plans attached hereto as Exhibit A-1.

ii) [REDACTED]: an aggregate of 120,401 RSF (yielding approximately 97,776 ABOA), consisting of: (1) 116,739 RSF (yielding approximately 94,776 ABOA) on Floors 2, 3, and 4; and (2) 3,662 RSF (yielding approximately 3,000 ABOA) on the Plaza level, to be occupied in approximately equal portions by the [REDACTED] and the [REDACTED] with portions of Floor 3 to be shared use.

The Leased Premises's per level and per floor RSFs and ABOAs are also set forth in the table attached hereto as Exhibit A.

- d) In consideration for the Lessor's delivery of "Area 2" of the [REDACTED] Space on the Plaza level in warm-lit shell condition, in the event the tenant improvements for "Area 2" of the [REDACTED] Space on the Plaza level require demolition of existing improvements; reconfiguration of the ceiling or the HVAC and other systems above the ceiling; or installation of new demising partitions, the Government shall be responsible for the cost of such improvements.
 - e) The Leased Premises are to be used for such general office purposes and such Government support services as shall be determined by the Government and as shall comply with applicable laws and regulations.
 - f) The Government and its agents and employees shall abide by and observe the rules and regulations attached hereto as Exhibit B and such other reasonable rules and regulations as the Lessor may promulgate from time to time for the operation and maintenance of the Building (collectively, the "Rules"). The Government shall also have a non-exclusive right to use the common areas of the Building, including the Auditorium, Cafeteria, Conference Center, and Fitness Center (individually, a "Building Amenity," collectively, the "Building Amenities") as described in Exhibit F attached hereto and subject to the terms and conditions of this Lease, including the Rules. The Rules may be amended from time to time provided that: (i) a copy has been furnished to the Government; and (ii) any new Rules (1) do not materially adversely affect the Government's use and enjoyment of, or access to, the Leased Premises; and (2) are not in conflict with any of the express provisions of this Lease. The Lessor shall not discriminate against the Government in the enforcement of any Rule.
 - g) The Federal government and Federal government contractors shall be the only tenants in the Building other than retail space. For purposes of this Lease, if a Building Amenity is operated under a lease by a third party operator, it shall be deemed "retail space."
2. TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for the firm term of ten (10) years beginning on the Rent Commencement Date for the [REDACTED] (the "Lease Commencement Date"), subject to any termination rights as may be hereinafter set forth (the "Term" or "Lease Term"). The Lease Commencement Date shall be no later than March 1, 2014. If the Rent Commencement Date (as defined below) for the [REDACTED] is prior to March 1, 2014, a composite Rent Commencement Date and Lease Commencement Date will be established based on all Rent Commencement Dates in accordance with the percentage of space occupied earlier by [REDACTED]
3. The Government shall pay the Lessor the estimated annual rent of \$16,511,546.80 for Years One-Five of the Lease Term, based upon: (a) \$44.80 per RSF x 361,701 RSF for the Above-Grade Space; and (b) \$29.00 per RSF x 10,598 RSF for the Conditioned Below-Grade Space, payable at the estimated rate of \$1,375,962.23 per month in arrears; and the Government shall pay the Lessor the estimated annual rent of \$17,339,083 for Years Six-Ten of the Lease Term, based upon: (a) \$47.00 per RSF x 361,701 RSF for the Above-Grade Space; and (b) \$32.00 per RSF x 10,598 RSF for the Conditioned Below-Grade Space, payable at the estimated rate of \$1,444,923.58 per month in arrears. The rental rate includes the \$46.00 per ABOA tenant improvement allowance more particularly described in Paragraph 5.b below (the "TIA").
- a) The Lessor will deliver the Leased Premises in two phases (each, a "Phase," and collectively, the "Phases"), one for the [REDACTED] and the other for the [REDACTED], as more particularly described in the project schedules as shall be agreed to by the parties no later than November 15, 2012 (thereafter, the "Project Schedule"). Notwithstanding any Lease provision to the contrary, the Lessor shall not be required to obtain a Certificate of Occupancy for a Phase prior to its delivery in order for the Phase to qualify as "substantially complete" or to achieve "substantial completion" unless a Certificate of Occupancy (or other documentation under which the District of Columbia permits occupancy and use of space) can be obtained prior to the Government's installation of its furniture, fixtures, and equipment. The [REDACTED] Spaces's "Rent Commencement Date" shall be the earliest to occur of: (i) March 1, 2014; (ii) ninety (90) days after the [REDACTED] is deemed substantially complete and ready for occupancy; or (iii) the date that [REDACTED] fully occupies the [REDACTED]. The parties agree to make good faith efforts to accelerate the [REDACTED] Space's "Rent Commencement Date" by commencing construction of the improvements for the [REDACTED] Space by no later than [REDACTED].

Initials: [Signature] & [Signature]
Lessor Government

ANSI/BOMA standards, the parties shall execute a Supplemental Lease Agreement reflecting the adjustment to the Leased Premises's square footage and all of the Lease's economic terms based on the adjusted square footage.

6. No provision of this Lease shall have any effect on the Lessor's rights with regard to any claim against [REDACTED] that the Lessor may have or desire to assert in connection with the Letter Contract or the Modification, including the Definitized Lease, or both, or any default thereunder, including but not limited to: (i) the reduction in committed square footage or any other difference in terms between the Letter Contract, the Modification, including the Definitized Lease, and this Lease; (ii) the steps taken by the Lessor in an effort to mitigate damages resulting from any such difference in terms, including the Lessor's entry into leases with [REDACTED] and [REDACTED]; or (iii) the design, engineering, construction, equipping, and furnishing of approximately 60,000 RSF of space for SEC in the Northwest quadrant of the Building. Notwithstanding the above, matters relating to the Letter Contract and the Modification arising from events prior to the transfer of the Definitized Lease to GSA via Transfer Letter effective June 29, 2012, are between the Lessor and [REDACTED], and not GSA as assignee under this Lease, including any dispute relating to [REDACTED] unilateral definitization of the Letter Contract through the Modification.

7. The following are attached and made a part hereof:

- Exhibit A, Floor Area Measurements - 1 page;
- Exhibit A-1, Leased Premises Layout Plans Showing Approximate Boundaries of Leased Premises on Floors 2-10 - 4 pages;
- Exhibit A-2, Plaza Level Layout Plan - 1 page;
- Exhibit A-3, P-1 Level Layout Plan - 1 page;
- Exhibit B, Rules - 2 pages;
- Exhibit C, Rooftop Plan Showing Communications Facility Area - 1 page;
- Exhibit D, Warm Lit Shell Work Obligations - 3 pages;
- Exhibit E, Plan Showing Required Cable Tray Pathways - 1 page;
- Exhibit F, Building Amenities Description, Terms and Conditions - 3 pages;
- Exhibit G, SFO No. [REDACTED]-DC-0006, dated 6/17/2010, pages 1-54;
- Exhibit H, General Clauses, GSA Form 3517B - 33 pages;
- Exhibit I, Representations and Certifications, GSA Form 3518 - 7 pages;
- Exhibit J, Fire Life Safety Evaluation - 13 pages;
- Exhibit K, Prelease Security Report - 19 pages; and
- Exhibit L, GSA Form 1217 - 1 page.

8. If any provision of this SF-2, including the continuation pages of this SF-2 (the "Continuation Pages") (Pages 7-16), which Continuation Pages containing Paragraphs 9-27 are attached and made a part of this SF-2, is inconsistent with any provision in any other document that comprises this Lease, the provision of this SF-2 shall govern.

IN WITNESS WHEREOF, [REDACTED] have hereunto subscribed their names as of the date first above written.

LESSOR:

BY [REDACTED] Timothy [REDACTED] partner

IN PRESENCE OF:

(Address)

Administration

Contracting Officer
(Official Title)

Initials: [Handwritten initials] & [Handwritten initials]
Lessor Government