

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

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5/31/02

TO LEASE NO.
GS-11B-01307

Page 1 of 3

ADDRESS OF PREMISES 601 New Jersey Avenue, NW
Washington, DC 20001-2021

THIS AGREEMENT, made and entered into this date by and between 601 NJ Avenue, LLC

whose address is c/o Polinger, Shannon & Luchs Company
5530 Wisconsin Avenue, Suite 1000
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 Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective UPON EXECUTION as follows:

1. This Supplemental Lease Agreement ("SLA") is issued to increase the leased premises by an additional 11,806 BOMA rentable square feet ("BRSF") (yielding approximately 10,125 BOMA office area square feet ("BOUSF") on a multi-tenant basis) consisting of a portion of the eighth floor of the building as shown on the floor plan attached hereto as Exhibit A. (the "Expansion Space").

2. Paragraph 1 of Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

The Lessor hereby leases to the Government the following described premises:

A total of 212,647 BRSF (such yielding approximately 188,429 BOUSF located on full floors 1 through 7 (single tenant) and a portion of floor 8 (multi-tenant) of the building located at 601 New Jersey Avenue, NW, Washington, DC 20001-2021, to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT. (See Attachment 1 – ANSI/BOMA Office Area Summary, floor plans of the leased premises, and Exhibit A hereto).

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: 601 NJ Avenue, LLC, a Delaware limited liability company, By: 601 Holding Member, LLC.
Its: Managing Member, By: Robert P. Gigliotti, Its: President

BY [Signature]
(Signature)

President
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]
(Signature)

607-14th St., N.W., Ste. 900, Washington
(Address) DC 20005

UNITED STATES OF AMERICA

BY [Signature] 5/31/02
MS. NOREEN FREEMAN, CONTRACTING OFFICER

Contracting Officer
(Official Title)

3. Paragraph 3 of Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

The Government shall pay the Lessor annual rent of:

\$8,043,072.90 at the rate of \$670,256.08 per MONTH in arrears, subject to adjustments as may be hereinafter set forth, for the term of the lease. Beginning on the first day of the second year of the Lease and thereafter on the first day of every succeeding year of the Lease Term, with the sole exception of the sixth year, the total annual rent (inclusive of shell rent which includes the base real estate taxes, the amortized tenant improvement allowance, and the base operating expenses) then in effect shall be escalated at 1.5%. In addition, on the first day of the sixth year of the Lease Term, the total annual rent then in effect shall be increased by a fixed amount ("bump") of \$1.00/BRSF. The rent bump in year 6 is in lieu of the 1.5% annual rent escalation. (See Attachment 2 Rent Schedule.)

The rents shall be in addition to Operating Expense Adjustments and Tax Adjustments provided during the Lease term as per the attached Solicitation for Offers. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: 601 NJ Avenue, LLC c/o Pollinger, Shannon & Luchs Company, 5530 Wisconsin Avenue, Suite 1000, Chevy Chase, MD 20815.

4. The Attachment 2 Rent Schedule included in the original lease is hereby deleted in its entirety and replaced with the Attachment 2 Rent Schedule, dated March 13, 2002, and attached hereto as Exhibit B. A breakdown of the rates for the original rate and the expansion space rate is included in the Attachment.

5. Paragraph 6.E of Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

Pursuant to Paragraph 3.3 "Tax Adjustment", the Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall be 82.2%, and the total building square footage is determined to be 258,685 BRSF.

6. Paragraph 6.F of Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

Pursuant to Paragraph 3.6 "Operating Costs Base", the Operating Cost Base for purpose of calculating future Operating Cost Adjustments as provided by the Lease and its Attachments shall be \$1,424,523.20 or \$7.56 per BOUSF.

7. Paragraph 6.B of Standard Form 2 of the Lease is amended as follows. With respect to the Expansion Space, Lessor shall provide the Government a tenant improvement

INITIALS:


LESSOR

&


GOVERNMENT

