

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <i>2</i>	DATE <i>7-15-09</i>
	TO LEASE NO. GS-11B-02074	
ADDRESS OF PREMISES: 2100 Second Street, SW Washington, DC		
THIS LEASE, made and entered into this date between 2100 2nd Street Holdings, LLC whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, New York 10169-5000 and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the United States of America, hereinafter called the Government. <p style="text-align: center;">*****</p> WHEREAS, Lessor and the Government entered into that certain Lease for Real Property No. GS-11B-02074, dated as of May 16, 2008 (the "Lease") for office and related space (the "Office Premises") in that certain office building located at 2100 2nd Street, SW, Washington, DC (the "Building"). WHEREAS, the Lease includes, as part of the rental consideration, use of parking permits in the Building garage (a three (3) level parking garage, comprised of levels "M", "C", and "D") for up to 40 standard-sized passenger automobiles (the "Included Parking"). WHEREAS, the Lease also includes a one-time option for the Government to elect to lease the remainder of the Building garage separate, apart, and in addition to the rental consideration paid for the Office Premises and Included Parking. WHEREAS, the Government has so elected to lease the remainder of the Building garage (i.e., less the Included Parking) on the terms and conditions set forth herein. WHEREAS: The parties hereto, for the consideration hereinafter mentioned 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, <u>upon execution by the Government</u> , as follows: 1. The Lessor hereby leases to the Government the following described premises (the "Garage Premises", as more particularly described in <u>Exhibit A</u> ): The commercial parking garage in the Building, less the Included Parking, consisting of all of the parking garage space on the three (3) levels (one (1) above grade and two (2) below grade) parking garage (comprised of levels "M", "C", and "D") for up to 626 standard-sized passenger automobiles, together with the ramps between the garage levels, that are not otherwise occupied, leased or used (or designated by Lessor to be occupied, leased or used) for storage, maintenance or other Building or parking garage operations purposes, together with the right to use all of Lessor's parking and related equipment, garage office and waiting area and all other similar items that exist in and are used for the operation of the Garage Premises as of the full execution date of this Lease, excluding Major Building Systems (as defined in below) and components thereof. 2. TO HAVE AND TO HOLD the Garage Premises with their appurtenances for a ten year term, seven years firm, beginning retroactively as of <b>May 16, 2008</b> (the "Commencement Date"), subject to the termination rights set forth in Paragraph 4 of the Lease and being fully coterminous with the lease of the Office Premises and Included Parking.		
(Continued on following page.)		



3. In addition to the amounts set forth in the Lease, the Government shall pay to Lessor an annual aggregate parking fee of [REDACTED] (\$125,200 per month in arrears) for the first year. The parking fee shall be effective retroactively as of the Commencement Date. Commencing on the first anniversary of the Commencement Date, and every anniversary thereafter, the annual parking fee applicable to the entirety of the Garage Premises shall escalate at a rate of three percent (3%). Rent for a period of less than a month shall be prorated based upon the number of days in such month. For purposes of illustration, the total rent for the first year shall be base rent (i.e., \$19,913,264.64 (\$33.63 per rsf)) plus parking rent (i.e., [REDACTED]) for a total of \$21,415,664.64 (i.e., \$1,784,638.72 per month in arrears).

4. The Government shall accept and continue to occupy the Garage Premises in their "as-is" condition as of the date of full execution of this Lease and Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Garage Premises or the Building in the preparation for the Government's occupancy under this SLA, except that the acceptance of the Garage Premises "as-is" shall not relieve Lessor from future alterations, repairs, maintenance, replacements or other obligations of Lessor set forth in the SFO which shall be performed by Lessor in accordance with the standards set forth in the SFO.

5. During the Lease term, Lessor, at its expense, shall: (i) make necessary structural repairs to, replacement of, and maintain in good condition, the foundation and exterior walls of the Building, the floors, ramps, ceilings and any interior load-bearing walls in the Garage Premises and all stairwells leading to the Garage Premises and all other structural items located therein, as well as the sewer and water lines serving the Garage Premises and the Building; (ii) make necessary repairs to the passenger elevators, sprinkler system, sump pumps, sewage ejector pumps, ventilating and exhaust fans, drainage systems, electrical system, conduits and lighting fixtures serving the Garage Premises (the items in clause (ii) being referred to as the "Major Building Systems"), and (iii) perform restriping as necessary. The Government, at the Government's sole cost and expense shall be responsible for the day-to-day staffing, operations, and security for the Garage Premises.

6. The Garage Premises shall be used solely for the operation of a parking garage in accordance with the provisions of this Lease and to provide the necessary services and labor incident thereto. The Government shall not be permitted to wash or wax motor vehicles or to perform any oil changes/lubrication work, mechanical work, repair work, or painting of motor vehicles. However, the Government shall be allowed to provide services and labor of an emergency nature, including, but not limited to, repairing stalled motor vehicles and repairing flat tires. The Government shall have the exclusive right to operate the Garage Premises during the Lease term. The Government shall not use the Garage Premises or permit the Garage Premises to be used for any other purpose without the prior written consent of Landlord, not to be unreasonably withheld, conditioned, or delayed. Normal Building operating hours are hereby changed from 7 a.m. to 5 p.m. to 7 a.m. to 6 p.m.

7. The parties hereby acknowledge and agree that all utility services necessary for the operation of the Garage Premises are, and shall continue to be, the responsibility of the Government pursuant to the terms of the Office Lease.

8. The following additional terms shall apply:

A. Notwithstanding anything to the contrary in this Lease (including, without limitation, Paragraphs 7.1 and 7.10 of the SFO), Lessor shall not be responsible for the maintenance, repair or replacement of any Government-owned equipment including but not limited to, computers, data equipment and wiring, mail-handling equipment, telecommunications equipment and wiring, and [REDACTED] equipment such as [REDACTED] and [REDACTED] installed in the Garage Premises. Furthermore, the Government shall be responsible for making all repairs within the Garage Premises which are the direct result of, and result solely from, the willful misconduct of a Government employee.

B. Notwithstanding anything to the contrary in this Lease (including, without limitation, Article 9 of the SFO), the Government's right to install additional [REDACTED] and implement additional [REDACTED] within portions of the Garage Premises shall be: (a) made at the Government's sole cost and expense; (b) subject to the Government being

Lessor  / Govt 

responsible for the maintenance, repair and testing of the same; and (c) subject to Lessor's requirement that the same be removed at the expiration or termination of the Lease at the Government's sole cost and expense.

C. All the terms and conditions of the Lease shall be applicable with respect to the Garage Premises, as appropriate, including, without limitation, provisions with respect to any assignment or subletting, any substitution of the governmental tenant agency, the initiation of any remedy in the case of a default by Lessor, and partial destruction or damage.

9. Notwithstanding anything to the contrary in this Lease, Lessor and the Government each represents and warrants that it has not entered into any agreement with, or otherwise had any dealing with, any broker, agent or finder in connection with the negotiation or execution of this SLA which could form the basis of any claim for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature.

10. In the event of any conflict between the specifically noted terms of this SLA and any other term or condition of this Lease, the terms of this SLA shall govern. If any terms or conditions are not referenced in this SLA, then the terms and conditions elsewhere in the Lease shall govern.

11. The following are attached hereto and made a part hereof:

- A. Floor Plans of the Garage Premises – 3 pages

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

**LESSOR:** 2100 2nd Street Holdings, LLC, a Delaware limited liability company,

By: VEF Monday Transpoint Associates, LLC, a Delaware limited liability company, its manager

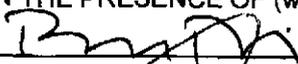
By: 2100 Partners, LLC, a Delaware limited liability company, its managing member

By: 2100 Monday, LLC, a Delaware limited liability company, its manager

By: Monday Properties Group LLC, a Delaware limited liability company, its manager

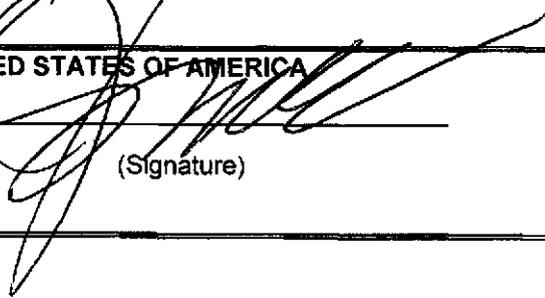
BY  Anthony Westreich, Manager  
(Signature) Print Name (Title)

IN THE PRESENCE OF (witnessed by:)

  
(Signature)

230 Park Ave, Suite 500, NY, NY 10169  
(Address)

**UNITED STATES OF AMERICA**

BY  Contracting Officer  
(Signature) (Official Title)

Lessor  Govt 