

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
No. 2

DATE  
6/2/2011

TO LEASE NO: GS-11B-02267

ADDRESS OF PREMISES  
717 14<sup>th</sup> Street, NW  
Washington, DC

THIS AGREEMENT, made and entered into this date by and between 717 14<sup>th</sup> Street LLC,  
Whose address is 1101 30th Street, NW, Suite 210  
Washington, DC Washington, DC 20007

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon date of execution by the Government, as follows:

This SLA #2 is issued to affect a change in the construction schedule in addition to incorporate a credit to be used by the Governmnet in the form of Tenant Improvement Allowance.

The construction schedule set forth in the Lease, as amended by Supplemental Lease Agreement (SLA) Number 1, requires the Lessor to complete construction so that leased premises can be occupied by the Government no later than December 8, 2011. The Lessor agrees to: 1) accelerate the occupancy date in accordance with the attached construction schedule (Attachment #1) which provides for occupancy by October 27, 2011 provided there is no Government delay; and, 2) to provide the Government with a credit of \$1.25 per BOASF equivalent to \$28,772.00 (23,018 BOASF x \$1.25), which shall be used in the form of Tenant Improvement Allowance. Said credit shall be at no cost to the Government therefore it shall not be amortized into the rent, nor used to reduce the rent. For clarification purposes, the Tenant Improvement Allowance (TIA) to be amortized into the rent remains at \$60,360.00, as noted in Section 3 of the SF-2, but the lessor shall make available to the Government a total TIA of \$489,132.00 (\$28,772 + \$460,360).

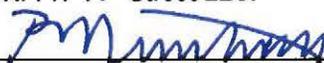
In consideration for accelerating the occupancy date and increasing the TIA, the Government agrees that the Lessor will not have to assure that the space leased under both lease No GS-11B-02268 and lease No GS-11B-02267 will be vacated by the current tenant until July 31, 2011. Within ten (10) business days prior to July 31, 2011, the Government shall consult with Lessor and ascertain the status of the current tenant's move from the space leased under Lease No GS-11B-02268 and Lease No GS-11B-02267. If the spaces under both leases are not vacated by said date, the Government will have the option to terminate this lease effective July 31, 2011, upon providing the Lessor with prior written notice at least five (5) working days in advance of such termination. If the Lease is terminated by August 15, 2011, the Government will not be responsible for the cost of any design work performed by the Lessor prior to July 31, 2011 for this Lease and this Lease will be null and void and neither party will seek any damages against the other, except as stated in this SLA No. 2. If the Government does not exercise its termination right by August 15, 2011, the Government is obligated to occupy all vacated space under the Lease and/or pay rent for such space in accordance with the Lease.

The Construction Schedule is set forth in Attachment #1 of this SLA #2. If the Lessor fails to deliver the space for occupancy by October 27, 2011, and there is no Government delay, the Lessor will be responsible for the cost, if any, of storing any systems furniture after the occupancy date in the Schedule and until the space is delivered for occupancy. The Lessor is responsible for the actual costs of the storage of systems furniture under both this Lease and Lease No GS-11B-02268, but not more than \$5,000.00 per month for both leases. Notwithstanding the preceding, the Lessor is not responsible for any day(s) of storage charges that are due to Government delay.

All other terms and conditions of the lease shall remain in full force and effect.

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

LESSOR: 717 14<sup>th</sup> Street LLC.

BY   
Peter C. Minshall (Signature)

Managing Partner  
(Title)

IN THE PRESENCE OF (witnessed by:)

  
(Signature)

1101 30<sup>th</sup> ST NW WASH DC 20007  
(Address)

UNITED STATES OF AMERICA

BY , Contracting Officer, GSA, NCR, PBS