

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 7 TO LEASE NO. GS-11B-01307	DATE 9/29/03 Page 1 of 2
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ADDRESS OF PREMISES 601 New Jersey Avenue, NW
Washington, DC 20001-2021

THIS AGREEMENT, made and entered into this date by and between 601 New Jersey Avenue, LLC, whose address is:
c/o Polinger, Shannon & Luchs.
5530 Wisconsin Avenue, Suite 1000
Chevy Chase, Maryland 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.

NCW 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. Paragraph 1 of the lease is hereby amended to increase to a total of 217,308 BOMA rentable square feet (such yielding 192,426 ANSI/BOMA Office usable square feet) located on full floors 1 through 7 and partial floor 8 of the building located at 601 New Jersey Avenue, N.W., Washington, D.C. 20001-2021. The portion of the 8th floor that is included in this lease is 16,467 BOMA rentable square feet. The Government reserves the right to perform field measurements and/or scale the as-built drawings to verify this square footage and adjust the annual rent if appropriate.

2. Paragraph 2 of the lease is hereby amended to read:

TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN YEAR FIRM term beginning on the 10th day of August, 2002 and ending on the 9th day of August, 2012, subject to termination and renewal rights as may be hereinafter set forth. The anniversary date of rent is hereby established to be the 10th of August.

3. Paragraph 3 of the lease is hereby amended to read:

The annual rental remains as stated in SLA No. 6, Attachment 2, Rent Schedule, May 28, 2002. Rent for floors 1 through 7 began June 16, 2002. Rent for floor 8 began November 1, 2002. August 10, 2002 is the composite lease and rent commencement date. The rents shall be in addition to Operating Expense and Tax Adjustments provided during the lease. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to: [REDACTED]

4. The new Operating Cost Base amount is \$1,454,740.50 (\$7.56/BOUSF). The Government's percentage of occupancy is 84.00 % (217,308/258,685).

This SLA is binding only upon execution by the Government following execution by the Lessor.

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: Susan M. Doyle, its Vice President

BY Susan M. Doyle
(Signature)

Vice President
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]
(Signature)

C/O BE Asset Management
3003 Summer Street, Stamford, CT
(Address)

United States of America: By Noreen Freeman, Contracting Officer Noreen Freeman

UNITED STATES OF AMERICA

BY _____

Contracting Officer

(Official Title)

GSA DC 88-1176

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

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7

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(continued)

5. The entire Tenant Improvement Allowance was utilized during initial build-out construction, resulting in no further rental adjustment. However, this may not be interpreted to limit any rights that ~~the Government~~ ^{either party mis NF} has concerning issues that are outstanding as of the date of this SLA, including, but not limited to, issues concerning punch list items (per the Polinger letter dated 4/29/03, and the Davis transmittal dated 4/22/03 hand annotated); the soundproofing of conference rooms with a replacement cost of \$305,758 (BCS IGE dated 5/9/03); and a possible claim for additional costs from Hickok, Warner, Fox (HWF). ^{not to exceed mis NF}

6. In accordance with Paragraph 3.13 "Adjustment for Vacant Premises," the Government is entitled to a one-time rental credit of \$23,678.96 as its entire credit for all pre-occupancy vacancy.

7. The Lessor will operate and maintain all supplemental equipment installed by the Lessor in the leased space as part of the operating cost stated in this lease. The Lessor at no additional cost to the Government shall preform repair of such equipment. If repair is beyond the scope of the Lessor and the services of an outside vendor are required, such cost shall be borne by the Government, provided such costs are reviewed by the Government and determined to be fair and reasonable.

This SLA is binding only upon execution by the Government following execution by the Lessor.

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: Susan M. Doyle, its Vice President

BY Susan M. Doyle
(Signature)

Vice President

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Address)

Nathan Truman