

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO.

GS-11B-01307

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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 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") No. 6 is issued, in accordance with Paragraph 9 of SLA No. 5, to increase the space leased on the 8th floor of the building (the "Expansion Space") by an additional 4,661 BOMA rentable square feet ("BRSF") (yielding approximately 3,997 BOMA office area square feet ("BOUSF")). As a result of this space increase, the revised total amount of the Expansion Space is 16,467 BRSF (corrected) (yielding approximately 14,122 BOUSF), consisting of a portion of the 8th floor of the building, as shown on the floor plan attached as Exhibit A to this SLA, which replaces and supercedes the floor plan attached as Exhibit A to SLA No. 5.

2. In addition, this SLA is issued to adopt the agreed Project Schedule for the design and construction of Expansion Space. In accordance with Paragraph 3.16 of the Lease, the parties hereby adopt and incorporate into the Lease the agreed Project Schedule for the Expansion Space, which consists of (a) one bar chart entitled "FTC - Eighth Floor at 601 New Jersey Avenue: Final Project Schedule, Version 2.0," dated May 23, 2002, and revised May 30, 2002 (Exhibit B hereto), and (b) a Memorandum regarding Supplemental Information to Project Schedule dated March 30, 2002 (Exhibit C hereto). In the event of any conflict or discrepancy between the Project Schedule and any other provision of the Lease, including but not limited to the time periods set forth in Paragraph 3.17 of the Lease, the attached Project Schedule shall govern. The Project Schedule shall commence effective June 3, 2002, with the tasks previously scheduled for that date, and Paragraph 6.J. of the SF-2 of the Lease and Paragraph 3.17 of the SFO are amended accordingly. The parties stipulate and agree that all tasks scheduled to be completed prior to the date of execution of this SLA have been completed in a timely manner and that, as of the date of execution of this SLA, neither party was ahead of schedule or in delay. All approvals required by the Project Schedule that were made prior to the date of execution of this SLA, are hereby reaffirmed. Under the agreed Project Schedule, the Expansion Space is scheduled for space acceptance and move in by November 1, 2002.

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.

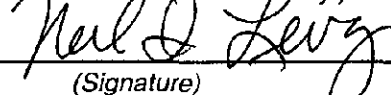
LESSOR: 601 NJ Avenue, LLC, a Delaware limited liability company, By: 601 Holding Member, LLC.  
Its: Managing Member, By: Robert P. Gigliotti, Its: President

BY   
(Signature)

President

(Title)

IN THE PRESENCE OF (witnessed by:)

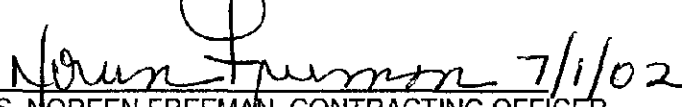
  
(Signature)

607-14th St., N.W., Ste. 900, Wash.,

(Address)

DC 20005

UNITED STATES OF AMERICA

BY  7/1/02  
MS. NOREEN FREEMAN, CONTRACTING OFFICER

Contracting Officer  
(Official Title)

3. 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 217,308 BRSF (such yielding approximately 192,426 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 to the Lease (ANSI/BOMA Office Area Summary and floor plans for floors 1-7) and Exhibit A to SLA No. 6 (floor plan for 8<sup>th</sup> floor)).

4. 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:

\$8,219,660.36 at the rate of \$684,971.70 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 Dated May 28, 2002).

Operating Expense Adjustments and Tax Adjustments provided during the Lease term as per the attached Solicitation for Offers shall be in addition to the rent set forth in Attachment No. 2 Rent Schedule Dated May 28, 2002. 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.

5. The Attachment 2 Rent Schedule, dated March 13, 2002, included in SLA No. 5 is hereby deleted in its entirety and replaced with the Attachment 2 Rent Schedule, dated May 28, 2002 and attached as Exhibit D to this SLA. A breakdown of the rates for the original rate and the Expansion Space rate is included in the Attachment.

INITIALS: RA & NF  
LESSOR GOVERNMENT

6. 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 84%, and the total building square footage is determined to be 258,685 BRSF.

7. 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 \$1,454,740.50 or \$7.56 per BOUSF.

8. The total amount of the tenant improvement allowance to be provided by Lessor pursuant to Paragraph 6.B of Standard Form 2 of the Lease, as amended by SLA No. 5, is increased from a lump sum of \$9,315,538.00 to a lump sum amount of \$9,487,409.00. Consistent with Paragraph 1.11 "Tenant Improvement Rental Adjustment," the Government may return any unused portion of the Tenant Improvement Allowance to the Lessor in exchange for free rent or a decrease in rent. If a rental adjustment is selected, the rent shall be adjusted downward using an amortization rate of 11 percent on the unused portion of the Tenant Improvement Allowance attributable to the Original Space (floors 1-7) and an amortization rate of 0 percent on the unused portion of the Tenant Improvement Allowance attributable to the Expansion Space.

9. The Government represents and warrants that it has had no agreement or brokerage relationship with, and has not been represented by, any brokers, brokerage firms, or brokerage consultants in connection with the procurement of the Expansion Space. Notwithstanding any contrary provision of the Lease, the parties agree that Lessor shall not be responsible for paying any co-operating brokerage commission in connection with the procurement of the Expansion Space.

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