GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. GS-11B-02097	DATE JUN 06 2012

ADDRESS OF PREMISES: **2000 L**
2000 L Street NW
Washington, DC 20036

THIS AGREEMENT, made and entered into this date by and between

whose address is: **2000 L Co. LLC**
Brookfield Properties Mgmt LLC
750 9th Street, NW
Suite 700
Washington, DC 20001

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 covenant and agree that the said lease is hereby amended effective **March 8, 2011** as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	**February**	**2010**		**212.544**
Corresponding Index	**February**	**2011**		**217.535**
Base Operating Cost Per Lease			**$**	**81,108.01**
% Increase in CPI-W				**0.023482197**
Annual Decrease In Operating Cost			**$**	**1,904.59**
Less Previous Escalation Paid			**$**	**-**
Annual decrease In Operating Cost Due Lessor			**$**	**1,904.59**

Effective **March 8, 2011**, the annual rent is increased by **$1,904.59**
The new annual rent is **$439,836.37** payable at the rate of **$36,653.03** per month.
The rent check shall be made payable to:

2000 L Co. LLC
750 9th Street, NW
Suite 700
Washington, DC 20001

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: **2000 L Co. LLC**

BY _____ _____
(Signature) (Title)

IN THE PRESENCE OF

_____ _____
(Signature) (Address)

UNITED STATES OF AMERICA

BY Satori W. Brahn Contracting Officer, GSA,NCR,PBS
(Signature) (Official Title)

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