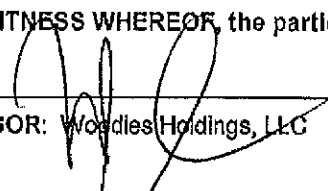
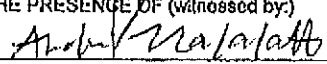
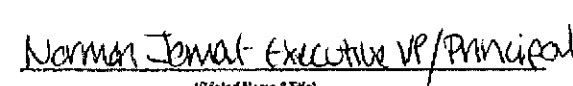
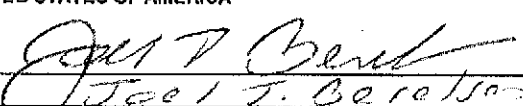
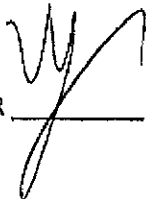


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE MAR 23 2011
TO LEASE NO. GS-11B-02154		
ADDRESS OF SPACE: 1026 F Street, Washington, DC 20004-1412		
THIS AGREEMENT, made and entered into this date by and between Woodles Holdings, LLC whose address is: 702 H Street, NW, Suite 400 Washington, DC 20001-3875 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 hereafter mentioned covenant and agree that the said Lease is amended effective upon full execution of this SLA as follows:		
<ol style="list-style-type: none"> 1. This Supplemental Lease Agreement (SLA) is issued to reflect the Government's acceptance of 9,679 Usable Square Feet (USF)/10,453 Rentable Square Feet (RSF) of office and related space at 1026 F Street, Washington, DC 20004-1412, effective November 8, 2010. Accordingly, the term of this Lease shall commence on November 8, 2010 and expire on November 7, 2020. 2. This SLA is also issued to memorialize the total tenant improvement allowance (TIA) utilized by the Government. In addition to the \$193,580 TIA amortized in the rent as set forth in Paragraph 3 of the SF2, the Government utilized an additional TIA of \$54,148.24 (out of a maximum of \$213,712.32), as provided for in SLA #1 and will be amortized at 10 percent (10%) annual interest over the initial ten (10) year lease term, pursuant to Paragraph 6(b) of the SF2 and SLA #1. The annual rent as set forth in SLA #1 will be reduced by \$25,303.81, from \$551,025.47 to \$525,721.66, to reflect the amortization of the additional TIA utilized by the government. 3. Accordingly, effective November 8, 2010, the Government shall pay the Lessor an annual rent of \$525,721.66, payable at the rate of \$43,810.14 per month in arrears. The Government shall be entitled to abatement of rent in the amount of \$153,141.14 to be applied against the first month's rent and continuing into subsequent months until exhausted. 4. The base for operating cost adjustments pursuant to Paragraph 3.7 of the SFO shall be 84,013.72 (\$8.68/BOASF (\$7.99 + \$.69 daytime cleaning). The percentage of occupancy for real estate tax adjustments pursuant to Paragraph 3.5 of the SFO shall be 2.80%. 		
All other terms and conditions of the base lease shall remain in full force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Woodles Holdings, LLC BY  <small>(Signature)</small> IN THE PRESENCE OF (witnessed by):  <small>(Signature)</small>	 <small>(Printed Name & Title)</small> 702 H St. NW, Suite 400, Washington, DC 20001 <small>(Address)</small>	
UNITED STATES OF AMERICA BY  <small>(Signature)</small>		
Contracting Officer, GSA, NCR <small>(Official Title)</small>		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 (Page 2 of 2)	DATE MAR 23 2011
	TO LEASE NO. GS-11B-02154	
ADDRESS OF SPACE: 1025 F Street, Washington, DC 20004-1412		
<u>CONTINUED FROM PAGE 1</u> <ol style="list-style-type: none">5. As part of the acceptance of space, should problems arise from outdated windows, the lessor shall repair or replace the windows to the satisfaction of the Contracting Officer, as set forth in paragraph 4.11 of the SFO.6. The parties acknowledge that the lessor utilized a number of existing items in the new build out from previous occupants. The lessor will not hold the Government liable for these items in the event these items need to be repaired or replaced.7. This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time. All other terms and conditions of the base lease shall remain in full force and effect.		

LESSOR



GOV'T

