
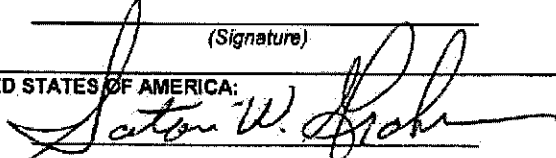


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. <u>28</u>	DATE <u>NOV 20 2008</u>
TO LEASE NO. <u>GS-11B-70315</u>		
ADDRESS OF PREMISES <u>555 4th Street, NW</u> <u>Washington, DC 20001</u>		
<p>THIS AGREEMENT, made and entered into this date by and between <u>555 4th Street Associates</u>, whose address is: <u>c/o Woodmark Real Estate Services, Inc.</u> <u>555 4th Street, NW Suite # 1200</u> <u>Washington, DC 20001</u></p> <p>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW 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:</p> <p>This Supplemental Lease Agreement is issued to exercise the 10-year renewal option as stipulated in Paragraph 5 of the SF2 of the lease, effective January 1, 2008. The expiration of the renewal period is December 31, 2017.</p> <p>The annual rent is \$15,297,130.24 (\$44.24/RSF) at the rate of \$1,274,760.65 per month. The square footage under this lease for office space is 345,776 RSF or (313,516 OSF). The new renewal annual rent includes a operating cost base of \$1,239,469.53 or (\$3.58/RSF).</p> <p>The rent includes a one time allowance to be used for repainting and recarpeting of the entire leased space as required in Solicitation Attachment # 2 Page 3, Section 9 (i) in the amount of \$3,457,760.00 (\$10.00/RSF).</p> <p>The base year for operating costs shall be 2008. For purpose of CPI escalations, the new operating cost base is \$1,239,469.53. No CPI escalations shall be due until January 1, 2009. Any additional services for maintenance of Government equipment will be performed under a separate contract.</p> <p>The percentage of occupancy for the purposes of tax adjustments shall remain at 100%. The real estate tax base year is 2008, and the real estate tax base year amount is \$2,287,245.64 or (\$6.61/RSF). The Government remains responsible for the BID tax.</p> <p>The Lessor shall take the following energy conservation measures as part of the building shell maintenance for this lease renewal: The Lessor shall replace current lighting fixtures, as they expire, with energy-efficient lighting that meet the standards of the SFO. The Lessor will also replace the current diaphragm valves of the toilets and urinals in the common area bathrooms with more efficient piston valves. Finally, the Lessor will provide window shades in the penthouse exercise room for increased insulation. All energy improvements are scheduled to be completed by January 2010.</p> <p>As per the original SF2, Paragraph 6E, the above operating cost does not include electricity, water and sewage. The Government shall be responsible for payment of all building utilities, separately.</p> <p>This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.</p> <p>All other terms and conditions of the base lease shall remain in full force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>Lessor: 555 4th Street Associates</p> <p>BY <u></u> <u>Executive Vice President</u> (Signature) (Title)</p> <p>IN THE PRESENCE OF (witnessed by): <u>SADA O TSUNODA</u></p> <p>_____ (Signature) (Address)</p>		
<p>UNITED STATES OF AMERICA:</p> <p>BY <u></u> <u>Contracting Officer</u> (Official Title)</p>		