

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 02	DATE FEB 23 2011
ADDRESS OF PREMISES:		TO LEASE NO. GS-GS#-11B-02114
1310 North Courthouse Road Arlington, VA 22201-2508		
THIS AGREEMENT, made and entered into this date by and between: whose address is: RP MRP Courthouse, LLC - c/o MRP Realty 3050 K Street, NW, Suite 125 Washington, DC, 20007-5108		
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 complete execution, as follows:		
This Supplemental Lease Agreement (SLA) No. 02 is hereby issued to memorialize the following: Substantial completion of tenant improvements performed by Lessor, acceptance of space by the Government and rent commencement for 28,961 ANSI BOMA Rentable Square Feet (BRSF) [equivalent to 24,695 ANSI BOMA Office Area Square Feet (BOASF)] of office and related space located on the 3 rd floor of the building.		
<ol style="list-style-type: none"> 1. April 15, 2010 shall be noted as substantial completion of tenant improvements performed by Lessor, acceptance of the space by the Government and lease commencement for 28,961 ANSI BOMA Rentable Square Feet (BRSF) [equivalent to 24,695 ANSI BOMA Office Area Square Feet (BOASF)] of office and related space located on the 3rd floor of the building, as well as two (2) reserved parking spaces for official Government vehicles. It shall be noted that the Government accepted the space as substantially completed on March 15, 2010 but received a concession of one month delay in acceptance, equivalent to One (1) Month Rent Abatement in the amount of \$106,166.20 from the Lessor due to the floor leveling concerns of the Government 2. The Government agrees to accept a less stringent compliance with Paragraph 4.10, FLOORS AND FLOORLOAD (SEP 2000), of the SFO, as stated in the attached memoranda dated May 10, 2010 (Exhibit - A) and June 18, 2010 (Exhibit - B) from the Lessor. The Government's expectation is that no noticeable variation shall exist visually or physically when walking the space and that the Lessor will make best efforts to mitigate problem areas that directly impact construction of Tenant Improvements and installation of FF&E throughout the term of the Lease and will make the floor level to the greatest extent possible so as not to exceed floor load capabilities. 3. It is further understood that the floor will be brought up to near compliance within the capability of the building weight load allowance. The Government does not waive any rights it has under the Lease other than it will not require strict compliance with paragraph 4.10(1) "of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards". (See Exhibits - A, B, C, D) 4. Finally, upon Lessor's substantial completion of the floor leveling mitigation actions described in Lessor's June 18, 2010 memorandum (Exhibit - B) and referenced in the Government's August 12, 2010 letter (Exhibit - C), the Government shall issue an SLA providing that Lessor is deemed to be in full compliance with all Lease provisions relating to the leased premises' floor levels, including but not limited to Paragraph 4.10, FLOORS AND FLOORLOAD (SEP 2000), of the SFO. 		
Effective April 15, 2010, the Government shall pay Lessor annual rent of \$1,273,994.39, payable at the rate of \$106,166.20 per month in arrears. Notwithstanding the above, the first six (6) months of rent for the firm lease term shall be abated, which is equivalent to an abatement of \$636,997.20. There is also a commission credit in the amount of [REDACTED]. The commission credit that is effective in the seventh (7 th) month shall be [REDACTED] and thus the rent due for the seventh (7 th) month shall be [REDACTED]. The credit for the eight (8 th) month shall be [REDACTED] and thus the rent due for the eighth (8 th) month shall be [REDACTED]. The annual rent includes an operating cost base of \$218,365.94 (\$8.84 per BOASF) and two (2) reserved Official Government Parking spaces.		
With respect to the Expansion Space added to the leased premises under SLA No. 1 dated January 27, 2010, the Government shall issue a separate SLA to memorialize the substantial completion of tenant improvements performed by Lessor, acceptance of space by the Government and rent commencement for such Expansion Space.		
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:

BY

(Signature)

Robert J. Murphy

(Print Signature)

~~AUTHORIZED~~ MEMBER

(Title)

IN THE PRESENCE OF (witnessed by):

(Signature)

ZACH WARD

(Print Signature)

PRINCIPAL

(Title)

UNITED STATES OF AMERICA

BY

Kevin M. Terry

Kevin M. Terry

Contracting Officer GSA, NCR, PBS, Real Estate Division