

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
No. 1

DATE **APR - 1 2011**

TO LEASE NO: GS-11B-02268

ADDRESS OF PREMISES

717 14<sup>th</sup> Street, NW  
Washington, DC

THIS AGREEMENT, made and entered into this date by and between 717 14<sup>th</sup> Street LLC,

Whose address is 1101 30<sup>th</sup> Street, NW, Suite 210  
Washington, DC Washington, DC 20007

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon date of execution by the Government, as follows:

Upon the award of Lease No GS-11B-02268, Lessor will use its best efforts to assure that the space leased under both lease No GS-11B-02268 and lease No GS-11B-02267 will be vacated by the current tenant no later than May 15, 2011.

If the spaces under both leases are not vacated by said date, the Government will have the option to terminate this lease. If some of the space is not vacated by May 15, 2011, and the Government reasonably expects the space to be vacated no later than May 30, 2011, the Government's option to terminate will not commence until May 30, 2011. The Government waives the right to terminate this lease if not exercised by June 15, 2011, unless the space is vacated prior to the Government's exercise of the right to terminate by June 15, 2011. This date will be extended to June 30, 2011, if the Government's option to terminate does not commence until May 30, 2011.

Within five (5) business days prior to exercising its right to terminate said Leases, the Government shall consult with Lessor and ascertain the status of the current tenant's move from the space leased under both lease No GS-11B-02268 and lease No GS-11B-02267.

If the Government terminates this lease, this lease will be null and void and neither party will seek any damages against the other. If the Government does not exercise its termination right, the Government is obligated to occupy all vacated space under the Lease and/or pay rent for such space in accordance with the Lease.

The schedule for construction of Tenant Improvements will begin in accordance with the schedule or the date the space is vacated, whichever is later.


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All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: 717 14<sup>th</sup> Street LLC.

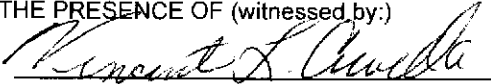
BY: 717 14th Street Member, LLC

BY   
Peter C. Minshall (Signature)

Managing Partner

(Title)

IN THE PRESENCE OF (witnessed by:)

  
(Signature)

(Address)

UNITED STATES OF AMERICA

BY  , Contracting Officer, GSA, NCR, PBS