

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 1

DATE

JUN 26 2013

TO LEASE NO.

GS-11B-02284

ADDRESS OF PREMISES  
470-490 L'Enfant Plaza, SW  
Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between: Potomac Creek Associates, L.L.C.

whose address is: 470-490 L'Enfant Plaza, S.W.,  
Suite 1208  
Washington, DC, 20024

and whose interest in the property hereinafter described is that of the Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above stated Lease.

NOW THEREFORE, these parties, for the considerations hereinafter mentioned, covenant and agree that the Lease is hereby amended, effective July 1, 2012, as follows:

This Supplemental Lease Agreement ("SLA") is hereby issued to deamortize \$241,323.47 of Tenant Improvement Allowance (TIA). Per Paragraph 6.C from the SF-2, since the Government did not utilize the entire TIA (\$272,290.00) on or before June 30, 2012. The unused TIA will be deamortized effective July 1, 2012, by giving the Government a rent credit for the next month (and each subsequent month as necessary until fully deamortized) of the lease term in an amount equal to the unused, amortized TIA. The Government's construction total was \$30,966.53 and this amount shall be amortized in the rent by \$6,881.45 (\$30,966.53/54 months x 12 month) per year. The unused TIA amortized per year is \$53,627.44, so the Government is entitled to a credit of \$93,848.02 from July 1, 2011 through March 31, 2013 [\$272,290 (TIA) - \$30,966.53 (Government's use of TIA) = \$241,323.47 (unused TIA)/54 months x 12 months = \$53,627.44 (annualized unused TIA)/12 x 21 months (7/1/2011-3/31/2013) = \$93,848.02 (21 months of unused TIA)].

Effective July 1, 2012, the annual rent is \$1,489,466.47 at the rate of \$124,122.21 per month in arrears (inclusive of 2012 CPI escalation). The calculations are as follows: \$1,543,093.91 (previous annual rent inclusive of 2012 CPIs) - \$53,627.44 (annualized unused TIA) = \$1,489,466.47 (new rent without unused TIA).

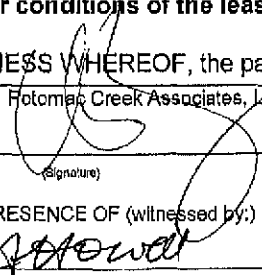
Therefore, April rent shall be \$30,274.19 [\$124,122.21 (rent per month) - \$93,848.02 (unused TI from July 1, 2011 through March 31, 2013)].

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 monies whatsoever are due under this agreement until thirty (30) days after the date of execution hereof by the Government.

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

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

LESSOR: Potomac Creek Associates, L.L.C.

BY  \_\_\_\_\_  
(Signature)

Steve Bonacci


Authorized Signatory

IN THE PRESENCE OF (witnessed by):

 \_\_\_\_\_  
(Signature)

4445 Willard Ave  
Cherry Chase, MD 20815  
(Address)

UNITED STATES OF AMERICA

BY  \_\_\_\_\_  
(Signature)

Contracting Officer, GSA, NCR, PBS

(Official Title)