GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SLA No. 1

DATE:

DEC 1 6 2003

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-11B-01618

ADDRESS OF PREMISES 409 3rd street, SW, 'Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between Washington Office Center L.L.C

whose address is

300 D Street, SW, Office of the Building, Washington, DC 20024

hereinafter called the Lessor, and the UNICED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective UPON GOVERNMENT EXECUTION as follows:

This Supplemental Lease Agreement (SLA) is issued to reflect the acceptance of space, commencement of the Rent, and amortization of Tenant Improvements (TIs) used, as follows:

1) Paragraph 1 of the SF2 is amended to read:

The Government hereby accepts 34,513 3 OMA Rentable Square Feet (such yielding a pproximately 3 0,014 B OMA Office U sable Square Feet) located on the 2nd floor of the building located at 409 3rd Street, SW, Washington D.C., 20024 to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises).

2) Paragraph 2 of the SF2 is amended to read:

TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term beginning on August 27, 2003 through August 26, 2013 subject to termination and renewal rights as may be hereinafter set forth.

3) Paragraph 3 of the SF2 is amended to read:

Effective August 27, 2003 the Government shall pay the Lessor annual rent of \$1,124,546.21 at the rate of \$93,712.18 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be in addition to Operating Expense Adjustments and Tax Adjustments provided during the term ,as per the attached Solicitation for Offers. Rent checks shall be made payable to: Washington Office Center L.L.C., c/o Washington Office Center Rent Account, 7308 Collection Center Drive, Chicago, Illinois 60639.

4) Paragraph 6.B of the SF2 is amended to read:

The Government has the right-to utilize up to \$47.00 BOUSF for initial TIs. The annual rent described in Item #3 above includes a Tenant Improvement Allowance (TIA) in the total amount of \$18.13 per BOUSF or \$544,153.82 (\$450,210.00 + \$93,943.82). Initial TIA money used, up to \$15.00 is amortized at the rate of 0% over the ten year firm term (\$450.210.00 @ 0.00% = \$1.50 per BOUSF). Any TIA amount above \$15.00, or \$3.13 per BOUSF is amortized @ 11% over the ten year firm term period (\$93,943.82 @ 11.00% = \$0.51739). Total TIA is equal to \$2.01739 per BOUSF, therefore, the effective BOUSF, inclusive of TIA is \$37.46739 (\$2.01739 + \$35.45 BOUSF) or 1,124,546.21 per annum, payable monthly in arrears at the rate of \$93,712.18

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

INVITNESS WHEREOF, the parties subscribed	their names as of the above date.
THE NESS WHEREOF, the parties subscribed CENTER BY	R L.L.C.; A DELAWARE LIMITED LIABILITY COMPANY
√ ₽ ?	Executive Vice President/Chief Financial Officer
(Signature)	(Title)
IN TH	222 Merchandise Mart Plaza, Suite 470
_	Chicago, Illinois 60654
(Signature)	(Address)

Contracting Officer GSA, NCR, DC SERVICES

(Official Title

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