

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT	DATE
	NO. 1	FEB 4 1992
TO LEASE NO. GS-11B-00143 "NEG"		

ADDRESS OF PREMISES  
Stafford Place II  
4201 Wilson Boulevard  
Arlington, Virginia 22203

THIS AGREEMENT, made and entered into this date by and between **STAFFORD PLACE ASSOCIATES LIMITED PARTNERSHIP**

whose address is c/o The Evans Company  
8283 Greensboro Drive, Suite 200  
McLean, Virginia 22102  
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 FEB 4 1992, as follows:

Issued to reflect an increase of 56,072 net usable square feet (nurf) of office space to the base lease. The increase of 56,072 nurf consists of the addition of 19,369 nurf on the 11th floor and 36,703 nurf on the 12th floor as shown on the attached plans. The new total of Government leased space is 419,072 nurf.

The annual rental for years 1-10 is increased by \$1,594,687.68, from \$10,323,720 to \$11,918,407.68 (\$28.44 x 419,072 nurf).

The annual rental for years 11-15 is increased by \$1,706,831.68, from \$11,049,720 to \$12,756,551.68 (\$30.44 x 419,072 nurf).

The annual rental for years 16-20 is increased by \$1,818,975.68, from \$11,775,720 to \$13,594,695.68 (\$32.44 x 419,072 nurf).

Accrued operating cost escalations and real estate tax escalations are to be paid in addition to the annual rents identified above.

The operating cost base is increased by \$234,027.69 from \$1,515,053 to \$1,749,080.69.

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 STAFFORD PLACE ASSOCIATES LIMITED PARTNERSHIP

\_\_\_\_\_  
TION, GENERAL PARTNER

\_\_\_\_\_  
David W. Evans, President  
(Typed Name & Title)  
Stephen J. Garchik, Secretary

Attest:  
IN PRESENCE OF

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

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

BY \_\_\_\_\_

\_\_\_\_\_  
CONTRACTING OFFICER  
GSA/PBS/RED  
(Official Title)

The rental for the additional 56,072 nusf includes a standard tenant build-out as specified in SFO 89-048 and an allowance for special alterations similar to those contained in the Special Purpose Performance Specifications in the amount of \$136,254.96 which includes a 6% A/E fee. The Lessor shall provide to the Government adequate information regarding the expenditure of this allowance so as to permit the Government to confirm that the costs were fair and reasonable. The Government shall receive the benefit of any unused portion of the allowance.

The Government has the option to lease the remaining available office space in the building under the same terms and conditions as the base lease. If the Government exercises this option by May 22, 1992, it may do so at the same rental rate as the original space (\$28.44 for years 1-10, \$30.44 for years 11-15, \$32.44 for years 16-20). If the option is exercised after May 22, 1992, the amount specified in Rider No. 6, Paragraph II, to this lease will govern.

If the Government exercises its option to acquire the balance of the available office space on the 2nd and 11th floors by May 22, 1992, the Government will receive an additional allowance for special alterations similar to those contained in the Special Purpose Performance Specifications in the amount of \$136,254.96 for the 56,072 nusf acquired under this SLA plus an allowance proportionate to the allowance received in the base lease (\$4.86 per nusf leased) for the balance of the office space on the 2nd and 11th floors. If the Government exercises its option to pick up the balance of the available office space after May 22, 1992, the Government will receive an allowance for special alterations similar to those contained in the Special Purpose Performance Specifications in the amount of \$2.43 per nusf leased. The above allowances include a %6 A/E fee. The Lessor shall provide to the Government adequate information regarding the expenditure of this allowance so as to permit the Government to confirm that the costs were fair and reasonable. The Government shall receive the benefit of any unused portion of the specified allowances.

If the Government exercises its option to acquire the balance of the available office space on the 2nd and 11th floors by May 22, 1992, the tenant build-out of this space shall be completed within the six phases discussed below. The Lessor and the Government shall mutually agree on a delivery schedule when the Government exercises its option to pick up this space.

All references in the Delivery Rider to Lease No. GS-11B-00143 will be in working days with the exception of the time frame between the acceptance of each phase and rent start for that phase which will remain at four (4) calendar weeks.

INITIALS

Lessor	Gov't
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>

A sixth phase for the 56,072 net usable square feet of space acquired by Supplemental Lease Agreement No. 1 will be added to the Delivery Rider. All time frames identified in the Delivery Rider to Lease Number GS-11B-00143 shall apply to Phase 6.

The time frames for all phases set forth in the Delivery Rider shall remain unchanged with the exception of the following:

Phase 2 Design Intent Drawings shall be delivered by the Government to the Lessor seventy-five (75) days after the delivery of Design Intent Drawings for Phase 1.

Phase 5 Design Intent Drawings shall be delivered by the Government to the Lessor forty (40) days after the delivery of Design Intent Drawings for Phase 4.

Phase 6 Design Intent Drawings shall be delivered by the Government to the Lessor forty (40) days after the delivery of Design Intent Drawings for Phase 5.

Phase 5 construction shall be completed within ninety-five (95) days of the date of the notice to proceed for Phase 5.

In addition, within fifteen (15) working days of receipt of Design Intent Drawings for each phase the Lessor shall notify the Government of any long lead items and the purchase price for the material. The Government shall either delete or authorize purchase of these items within twenty (20) working days of notification. Should the Government fail to authorize the purchase of these items at this time, the Lessor shall not be responsible for the delivery of any of these items by the projected occupancy date or be responsible for any delays of standard lease items as a result of the long lead items not being delivered on time. In addition, the rent start date shall not be delayed due to the Government's failure to authorize the purchase of long lead items as required herein.

Pursuant to Paragraph 3C of the Delivery Rider, the Lessor shall identify any requirements contained in the Design Intent Drawings which are different than those requirements contained in SFO 89-048 and the Special Purpose Performance Specifications. Identification of these requirements shall include a budget estimate.

A schedule that sets forth the actual dates derived from the amended Delivery Rider has been incorporated into this Supplemental Lease Agreement. The dates will remain fixed unless modified pursuant to the time extensions paragraph of the General Clauses, the delay clause in the Delivery Rider, or pursuant to the following time acceleration provisions.

APPROVALS	
Lessor	Gov't
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The Lessor shall deliver the base building and Phase 1 on February 3, 1993. The Lessor has the option to accelerate the delivery of Phase 1 and may deliver the space at any time between December 22, 1992, and February 3, 1993, provided that the Lessor notify the Government by May 22, 1992, of the delivery date for Phase 1. The delivery dates for all remaining phases will be based on the delivery date for Phase 1 as further explained below. Liquidated damages for the delay of the delivery of any phase shall be based on the established delivery date for Phase 1. Once the schedule is set on May 22, 1992, the Lessor will relinquish any right to accelerate the delivery of any phase.

If the Lessor delivers Phase 1 on February 3, 1993, the Lessor shall deliver Phases 2-6 as follows:

- Phase 2 - thirty (30) days following the acceptance of Phase 1
- Phase 3 - thirty (30) days following the acceptance of Phase 2
- Phase 4 - twenty (20) days following the acceptance of Phase 3
- Phase 5 - twenty (20) days following the acceptance of Phase 4
- Phase 6 - forty (40) days following the acceptance of Phase 5

If the Lessor elects to accelerate the delivery of Phase 1, the delivery of the Phases 2-6 shall be as follows:

- Phase 2 - thirty (30) days following the acceptance of Phase 1
- Phase 3 - thirty (30) days following the acceptance of Phase 2
- Phase 4 - thirty (30) days following the acceptance of Phase 3 (with the option to accelerate to twenty (20) days provided that the Lessor notify the Government by May 22, 1992, of the actual delivery date).
- Phase 5 - thirty (30) days following the acceptance of Phase 4 (with the option to accelerate to twenty (20) days provided that the Lessor notify the Government by May 22, 1992, of the actual delivery date).
- Phase 6 - thirty (30) days following the acceptance of Phase 5 (unless the Lessor elects to deliver Phases 4 and/or 5 in less than thirty (30) days in which case delivery of Phase 6 shall be forty (40) days following the acceptance of Phase 5).

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The Government has confirmed all of the areas with mechanical and structural upgrades (e.g., areas with upgraded HVAC and enhanced flooring) identified in the Lease with the exception of the 12th floor. When the quadrant with the upgrades on the 12th floor is identified, the Lessor will be notified.

The following unit costs shall apply to the 56,072 nusf of space acquired under this Supplemental Lease Agreement and the balance of the available office space on the 2nd and 11th floors if the Government exercises its option to acquire the remaining space on the 2nd and 11th floors by May 22, 1992. With the exception of the following dollar amounts which apply only to the 56,072 nusf of space and any additional space acquired by May 22, 1992, Paragraph 8 Unit Costs For Adjustments shall remain unchanged.

1. PARTITIONS

Typical Partition (STC 40) Type A	██████████
1-Hour Rated Partition (STC 40-45) Type B	██████████
Sound Control Partition (STC 40-45) Type C	██████████
Partition With Hung Millwork Type D	██████████
Sound Control Ceiling High Partition Type E (STC 40-45)	██████████
2-Hour Rated Partition (STC 40-45)	██████████

2. DOORS

Typical Interior Door 3' 0" Wide, Solid Core Wood	██████████
Suite Entry Door To Match Typical	██████████
Division Entry Interior Door To Match Typical	██████████
Fire Door - Class C - 20 Minute Rated	██████████
Fire Door - Class C - 45 Minute Rated	██████████
Fire Door - Class B - 1 1/2 Hour Rated	██████████

3. ELECTRICAL

Wall-Mounted Duplex Receptacle	██████████
Wall-Mounted Color-Coded Quadruplex Receptacle	██████████
Wall-Mounted 2-Way Light Switch	██████████

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Wall-Mounted 3-Way Light Switch	██████████
Wall-Mounted Telephone Outlet	██████████
Wall-Mounted Electrical Service Connection	██████████
Wall-Mounted Color-Coded Duplex Receptacle	██████████
Voice Data Outlet	██████████
Wall-Mounted Quadruplex Receptacle	██████████
4. VINYL WALLCOVERING	
13 Ounce Vinyl Wallcovering	██████████
22 Ounce Vinyl Wallcovering	██████████

All other portions of Lease No. GS-11B-00143 shall remain in full force and effect.

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Lessor	Gov't
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