

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT NO.: 61

DATE:

12/20/12

TO LEASE NO.: GS-11B-00143

ADDRESS OF PREMISES: Stafford Place I
4201 Wilson Blvd
Arlington, VA 22203

THIS AGREEMENT, made and entered into this date by and between: Stafford Data, LLC & Stafford Equity Stratford, LLC & Stafford Windsor, LLC

whose address is: c/o Tishman Speyer, Stafford Equity Stratford
1655 North Ft. Myer Drive
Arlington, VA 22209

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 as follows:

This Supplemental Lease Agreement represents a full and final settlement to correct previous errors in rent related to the credit union space from September 1, 2006 to November 30, 2012.

Effective December 1, 2012, the Government and the Lessor agree that the annual rent shall be \$16,448,508.67, payable at a monthly rate of \$1,370,709.06 which is inclusive of previously excluded square footage for the credit union. As a result, the Lessor shall be entitled to a one-time lump-sum payment in the amount of \$150,101.54 for the period September 1, 2006 through November 30, 2012.

The aforementioned total annual rent includes \$3,036,596.42 for current operating costs which is inclusive of adjustments through 2012, as stated on SLA #60. For the purpose of calculating operating costs going forward, the operating cost base shall remain the same. The total annual rent also includes \$117,300.19 for tenant improvement costs, which remains the same. For the purposes of calculating real estate taxes, the percentage of occupancy remains the same.


The Government occupies a total of 540,810 RSF (470,806 USF) of office and related space inclusive of the credit union at Stafford Place I. The lease includes a total of 11 parking spaces and 3,544 square feet of outside playground area at no additional charge. The lease expires December 31, 2013.

This document will not constitute an obligation until the date of execution by the Government. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

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 Data, LLC & Stafford Equity Stratford, LLC & Stafford Windsor, LLC
c/o Tishman Speyer, Stafford Equity Stratford

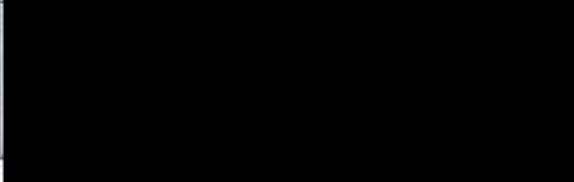
BY  _____

LLC Manager
(Title)

IN T  _____



(Address)



Contracting Officer
(Official Title)