

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. <u>2</u> LEASE NO. <u>GS-11B-01718</u>	DATE <u>MAY 25 2005</u>
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ADDRESS OF PREMISES ONE POTOMAC YARD
2777 Crystal Drive
Arlington, VA 22202

THIS AGREEMENT, made and entered into this date between Crescent Potomac Yard Development, LLC
 whose address is 2805 S. Crystal Drive
Arlington, VA 22202

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend this Lease to increase the tenant improvement allowance by the agreed-to Warm-Lit Shell credit, and to effect such other related matters as follows:

NOW THEREFORE, these parties the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

1. **Warm-Lit Shell Credit.** The Lessor has proposed, and the Government has accepted a credit in the amount of \$2,282,242.69, to be applied as an increase in the Tenant Improvement Allowance under this Lease in lieu of breaking out separately the portion of the work in the final approved working construction drawings (CD's) that may be deemed as Warm-Lit Shell items under the terms of this Lease. Therefore, in consideration for this credit, the Government shall pay for all of the work identified in the final approved CD's as tenant improvements in accordance with the terms of Section 1.10 of this Lease. Accordingly, the last sentence of Section 1.10B is hereby deleted, and the parties agree that the final approved CD's may contain building Warm-Lit Shell items that will be included in the total price to be submitted by the Lessor and paid for by the Government.
2. **Revised Tenant Improvement Allowance.** The Tenant Improvement Allowance set forth in Paragraph 6.B of the Lease is hereby increased to \$13,539,185.02, which amount is comprised of the prior-existing allowance of \$11,256,942.33 (\$41.49/USF, including the added funds for the additional premises per SLA No. 1) and \$2,282,242.69 (the agreed-to Warm-Lit Shell credit set forth above).

Except as provided herein, 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.

LE BY		<u>President</u> (Title)
IN THE PRESENCE OF BY		<u>2805 S. Crystal Drive Arlington, VA</u> (Address) <u>22202</u>
		<u>Contracting Officer, GSA, PBS, NCR, WPZ</u> (Official Title)