

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 4

MAY 8 2006

LEASE NO.

GS-11B-01718

ADDRESS OF  
PREMISES

ONE POTOMAC YARD  
2777 Crystal Drive, Arlington, VA 22202

THIS AGREEMENT, made and entered into this date between: Potomac Yard Holding Company, LLC  
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 provide for the commencement of the term and the rent, confirm the use of the Tenant Improvement Allowance, 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. Rent Commencement and Confirmation of Premises and Term.** This acknowledges that the Government has accepted the entire leased premises comprising 271,317 USF for occupancy, effective March 2, 2006. In accordance with the provisions of SFO Section 3.15.J of the Lease, the rent commencement date under this Lease for the entire leased premises is hereby established as March 2, 2006. The term of the Lease shall be ten (10) years firm commencing on March 2, 2006 and expiring on March 1, 2016.
- 2. Confirmation of Annual Rent & Rent Abatement.** In accordance with paragraph 1 above, effective March 2, 2006, the Government shall pay annual rent under this Lease to the Lessor in the total amount of \$10,025,163.15 (\$36.95 per USF), payable monthly in arrears in the amount of \$835,430.26. Rent for a lesser period shall be prorated. The annual rent shall be abated for the first six (6) months of the term.
- 3. Confirmation of Annual Adjustments for Operating Costs & RE Taxes.** Beginning on March 2, 2007, and on each subsequent anniversary of this date thereafter during the lease term, the Government shall pay adjusted rent for increases in operating costs in accordance with SFO Section 3.5 of the Lease. The Government shall also be responsible for real estate tax adjustments in accordance with SFO Section 3.3. The Government's percentage of occupancy for tax adjustment purposes is 100%, and the base for calculating operating cost adjustments is \$1,937,203.38 (\$7.14 per USF). Any increased operating costs for the Government's special equipment or installations in the leased premises will be negotiated by the parties and added to this Lease in a separate supplemental agreement.
- 4. Tenant Improvement Allowance & Credits.** In accordance with paragraph 6.B of the SF-2, as amended, the Government received a Tenant Improvement Allowance of \$13,539,185.02, including a Warm-Lit Shell credit of \$2,282,242.69. The Government also received a credit for architectural fees in the amount of \$474,804.75 in accordance with Rider Paragraph 9, as amended, which was taken by the Government as additional Tenant Improvement Allowance. The Government has used the entire amounts of these credits and allowance, and the current balance owed by the Lessor to the Government under this Lease is \$0.00.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever is under this agreement until thirty (30) days after the date of execution. Any amounts thereunder will not accrue interest until that time.

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

LESSOR: Potomac Yard Holding Company

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\_\_\_\_\_  
(Title)

IN THE  
PRESENCE OF

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

Contracting Officer, GSA, PBS, NCR, WPZ  
\_\_\_\_\_  
(Official Title)