

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No.

8

MAR 12 2008

TO 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 by and between POTOMAC YARD HOLDING COMPANY, LLC whose address is:

2733 S. Crystal Drive, Suite 100  
Arlington, VA 22202

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, upon execution by the Government as follows:

- 1. Increased Operating Costs.** As part of the tenant improvements to the leased premises, the Government installed certain items that require service and maintenance that is outside the scope of the Lessor's obligation to provide service and maintenance in consideration of the annual rent paid by the Government under this Lease. A list of these items and estimated cost of the additional service and maintenance associated with each such item is attached hereto as Exhibit A. The Government has requested that the Lessor provide these additional services and maintenance, and has agreed to pay additional rent to the Lessor therefore. The total cost of the additional services and maintenance to be paid by the Government as increased operating costs under this Lease is \$544,294.70, and this amount shall be included in the annual rent and the operating cost base as set forth below.
- 2. Adjustment of Annual Rent.** The annual rent defined in Paragraph 3 of the Lease is hereby adjusted to include the additional services and maintenance to be provided by the Lessor. The Government shall pay revised annual rent in the amount of \$10,727,520.35, payable monthly in arrears in the amount of \$893,960.03 per month effective November 1, 2006.
- 3. Adjustment of Operating Cost Base.** Effective November 1, 2006, the operating cost base for calculating CPI adjustments for increases in operating costs under this Lease is hereby amended to \$2,645,560.58 (\$7.14 per USF plus \$164,062.50 for the extended HVAC usage, and plus \$544,294.70 for the additional services and maintenance provided by the Lessor in accordance with Exhibit A hereof).
- 4. Computer Room HVAC.** If the Government elects to install a submeter for the HVAC utilities servicing the 4<sup>th</sup> Floor Computer Room and pay directly for the added electric consumption of the Computer Room, the revised annual rent and operating cost base shall be reduced by \$105,078.00, which amount is included for the Computer Room HVAC in the increased operating costs set forth above.

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

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

Lessor: POTOMAC YARD HOLDING COMPANY, LLC

BY

[Redacted Signature]

(Signature)

TARA ANDREWS  
VICE PRESIDENT

(Title)

IN T

[Redacted Address]

(Address)

Contracting Officer, GSA, NCR  
(Official Title)