

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

DATE

No. 3

LEASE NO. GS-11B-02169

ADDRESS OF PREMISES: 2733 South Crystal Drive, Suite 1000
Arlington, Virginia 22202

THIS AGREEMENT, made and entered into this date by and between: USGBF Potomac Yard One and Two, LLC

Whose address is: 9830 Colonnade Boulevard
Suite 600
San Antonio Texas 78230

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

WHEREAS, the parties hereto desire to amend the above Lease.

WHEREAS, this Supplemental Lease Agreement is to establish the rent commencement date and the term of the Lease and to confirm the use of the Tenant Improvement Allowance.

NOW THEREFORE, these parties agree that the said lease is hereby amended, effective upon execution as follows:

1. The rent commencement date for the entire leased premises of 70,628 BOMA Office Area Square Feet (BOASF) is established as November 8, 2010. The term of the Lease shall be ten (10) years commencing on November 8, 2010 and expiring on November 7, 2020.
2. Effective November 8, 2010 the Government shall pay the Lessor annual rent of \$2,754,492.00 (\$33.18 per BRSF or \$39.00 per BOASF) payable at the rate of \$229,541.00 per month in arrears. Rent for a lesser period will be prorated. The annual rent shall be subject to operating expense and real estate tax adjustments in accordance with the SFO. Notwithstanding the foregoing, the rent shall be abated for the first eight (8) months of the Lease term. Rent checks shall be made payable to : USGBF POTOMAC YARD 1 & 2, LLC, 9830 Colonnade Blvd., Suite 600, San Antonio, TX 78230.
3. In accordance with Paragraph 6.C of the Standard Form 2, the Government received a Tenant Improvement Allowance of \$2,972,026.24. The Government has used the entire amount of the Tenant Improvement Allowance, and the current balance owed by the Lessor to the Government is \$0.00.

This document will not constitute a payment until the date of execution by the Government. As a result no payment is due under this agreement until thirty (30) days after the date of execution.

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: USGBF POTOMAC YARD 1 & 2, LLC, a Virginia limited liability company
By: US Government Building Fund, LLC, a Delaware limited liability company, its sole member
By: USAA Equity Advisors, Inc., a Delaware corporation, its managing member

BY  (Signature) **GENE E. WITTS**

Executive Managing Director
(Title)

 (Signature)

9830 Colonnade Blvd., Ste 600 San Antonio, Texas 78230
(Address)

UNITED STATES OF AMERICA

BY _____
(Signature)

Contracting Officer
(Official Title)