

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

DATE

9/11/2012

No. 1

TO LEASE NO.

GS-11B-02323

ADDRESS OF PREMISES 4401 Ford Avenue
Alexandria, VA 22302

THIS AGREEMENT, made and entered into this date by and between Millbrook Apartments Associates, LLC whose address is:

c/o Cambridge Property Group, LLC
560 Herndon Parkway, Suite 210
Herndon, VA 20170

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the Lease Term Commencement Date, lease term and rental.

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

1. The Government hereby establishes the date of acceptance and substantial completion of the demised premises as June 6, 2012. The lease term is established for a period of five (5) years subject to renewal rights as set forth in the SF-2. The rent commencement and the effective date of the lease shall be established as June 6, 2012 expiring on June 5, 2017. The total square footage under the lease is 21,706 RSF/ 19,585 ABOA located on floors 13 and 14.
2. The total annual rent is hereby established as \$802,518.81 (\$36.97/BRSF) payable at a rate of \$66,876.56 per month in arrears and is inclusive of operating costs, base real estate taxes, and tenant improvements.
3. For the purposes of calculating operating cost adjustments, the base cost for operating costs is hereby established as \$164,905.70 (\$7.60/RSF) which includes \$0.66/RSF for daytime cleaning premium..
4. Pursuant to Paragraph 7 of the SF-2, the Governments has elected to increase the tenant improvement available for use by the Government to \$42.08/ABOA. The total TI allowance is set at \$824,136.80 and is comprised of \$686,845.95 general allowance (\$35.07/ABOA) amortized at zero percent (0%) annual interest and an increase of \$137,290.85 (\$7.01 /ABOA) amortized at nine per cent (9%) annual interest over the firm term. Said amount is included in the above stated rent and has been exhausted by the Government.
5. For the purposes of calculating Real Estate Tax adjustments, the Government's percentage of occupancy is hereby established as 9.96% based on 21,706 BRSF / 218,030 BRSF.

This document will not constitute a payment obligation until thirty (30) days after the date of execution by the Contracting Officer. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of the 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 full force and effect.

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

Lessor: MILLBROOK APARTMENTS ASSOCIATES, LLC
A Delaware limited liability company

Authorized agent

Chief Operating Officer
(Title)

UNITED STATES OF AMERICA
BY

Contracting Officer, GSA, NCR
(Official Title)