

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

SUPPLEMENTAL AGREEMENT

DATE **MAY 19 1992**

NO. 2

TO LEASE NO.

GS-11B-00143

ADDRESS OF PREMISES **Stafford Place II  
4201 Wilson Boulevard  
Arlington, VA 22203**

THIS AGREEMENT, made and entered into this date by and between **Stafford Place Associates Limited Partnership**

whose address is **c/o The Evans Company  
8283 Greensboro Drive, Suite 200  
McLean, Virginia 22102**

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, effective     **MAY 19 1992**    , as follows:

Issued to reflect an increase of 30,753 net usable square feet (nurf) of office space to the base lease. The increase of 30,753 nurf consists of the addition of 13,419 nurf on the 2nd floor and 17,334 nurf on the 11th floor as shown on the attached plans. The new total of Government leased space is 449,825 nurf consisting of the 2nd through 12th floors in their entirety and approximately 20,245 nurf on the B-1 level. The space will be mutually measured upon delivery and payment will be made on the basis of actual measurement in accordance with Paragraph 7 of the General Clauses, GSA Form 3517.

The annual rental for years 1-10 is increased by \$874,615.32, from \$11,918,407.68 to \$12,793,023.00 (\$28.44 x 449,825 nurf).

The annual rental for years 11-15 is increased by \$936,121.32, from \$12,756,551.68 to \$13,692,673.00 (\$30.44 x 449,825 nurf).

The annual rental for years 16-20 is increased by \$997,627.32, from \$13,594,695.68 to \$14,592,323.00 (\$32.44 x 449,825 nurf).

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 **STAFFORD PLACE ASSOCIATES LIMITED PARTNERSHIP**

\_\_\_\_\_  
TION, GENERAL PARTNER

\_\_\_\_\_  
David W. Evans, President

\_\_\_\_\_  
(Typed Name & Title)

\_\_\_\_\_  
Stephen J. Garchik, Secretary

Attest:  
IN PRESENCE OF

\_\_\_\_\_  
(Signature)

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

UNITED STATES OF AMERICA

\_\_\_\_\_  
CONTRACTING OFFICER  
GSA/PBS/RED

\_\_\_\_\_  
(Official title)

Accrued operating cost escalations and real estate tax escalations are to be paid in addition to the annual rents identified above.

The operating cost base is increased by \$128,308.93 from \$1,749,080.69 to \$1,877,389.62.

The rental for the additional 30,753 nuf includes a standard tenant build-out as specified in SFO 89-048 and an allowance for special alterations similar to those contained in the Special Purpose Performance Specifications in the amount of \$149,459.58 (\$4.86 per nuf leased). The Government shall also receive an additional allowance for special alterations similar to those contained in the Special Purpose Performance Specifications in the amount of \$136,254.96 (an additional \$2.43 per nuf leased) for the 56,072 nuf acquired under Supplemental Lease Agreement (SLA) No. 1 to Lease No. GS-11B-00143 if this SLA No. 2 is fully executed by May 22, 1992. The above allowances include a 6% A/E fee. The Lessor shall provide to the Government adequate information regarding the expenditure of these allowances so as to permit the Government to confirm that the costs were fair and reasonable. The Government shall receive the benefit of any unused portion of the above allowances.

The unit costs set forth in Supplemental Lease Agreement No. 1 to Lease No. GS-11B-00143 shall apply to the 30,753 nuf acquired under this supplemental lease agreement.

The 17,334 nuf on the 11th floor will be added to Phase 6. The time frames set forth in the Delivery Rider and SLA No. 1 to Lease GS-11B-00143 shall apply to this additional space.

The 13,419 nuf on the 2nd floor will be delivered with Phase 2. However, the Government will not be required to deliver design intent drawings for the 13,419 nuf until the date set forth in SLA No. 1 for the delivery of Phase 4 design intent drawings. The dates set forth in the Delivery Rider and SLA No. 1 to Lease No. GS-11B-00143 for Phase 4 will apply to this space with the exception of the delivery date and those dates based on the delivery date. The delivery date for the 13,419 nuf of space and those dates based on the delivery date will be subject to the delivery date for Phase 2. The Government will make every effort to give the Lessor notice to proceed with the construction of the 13,419 nuf on the second floor prior to the required date for the remainder of Phase 4.

| INITIALS  |           |
|-----------|-----------|
| Lessor    | Gov t     |
| <i>Dr</i> | <i>AM</i> |