

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4	DATE FEB 2 1994
	TO LEASE NO. GS-11B-00143	

ADDRESS OF PREMISES **Stafford Place
4201 Wilson Boulevard
Arlington, Virginia**

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 FEB 2 1994, as follows:

Issued to reflect an increase of 3,404 net usable square feet (nurf) of space to the base lease for the Science Learning Center. The additional 3,404 nurf of space is located on the first floor as identified on the attached plan. The new total of Government leased space is 453,229 nurf. 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 \$132,756.00 from \$12,793,023.00 to \$12,925,779.00 (\$28.44 x 449,825 nurf + \$39.00 x 3,404 nurf).

The annual rental for years 11-15 is increased by \$144,670.00 from \$13,692,673.00 to \$13,837,343.00 (\$30.44 x 449,825 nurf + \$42.50 x 3,404 nurf).

The annual rental for years 16-20 is increased by \$151,478.00 from \$14,592,323.00 to \$14,743,801.00 (\$32.44 x 449,825 nurf + \$44.50 x 3,404 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**
[Redacted] CORPORATION, GENERAL PARTNER

David W. Evans, President

(Typed Name & Title)
Stephen J. Garchik, Secretary

(Address)

UNITED STATES OF AMERICA
[Redacted]

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 \$14,194.68 from \$1,877,389.62 to \$1,891,584.30.

The rental for the 3,404 nusf of space includes a standard tenant buildout as specified in SFO 89-048 with the exception of those items for which there are buildout quantities as specified in Paragraph 60, Partitions: Subdividing, Paragraph 61, Wallcoverings, Paragraph 62, Doors: Interior, and Paragraph 79, Electrical Distribution. In lieu of providing these items as specified in the lease, the Lessor shall provide the Government with an allowance of \$36,763.20 (\$10.80 per nusf leased). In addition, the lessor shall provide an allowance for special alterations in the amount of \$16,543.44 (\$4.86 per nusf leased).

The unit costs set forth in Supplemental lease Agreement No. 1 to Lease No. GS-11B-00143 shall apply to the 3,404 nusf of space.

A seventh phase for the 3,404 nusf of space will be added to the Delivery Rider. All time frames identified in the Delivery Rider to lease Number GS-11B-00143 shall apply to the 3,404 nusf of space unless modified as follows:

Design intent drawings shall be delivered to the Lessor no later than February 11, 1994.

The Lessor shall prepare at its expense and submit to the Government, working construction drawings in substantial compliance with the Design Intent Drawings fifteen (15) days after the Design Intent Drawings are delivered to the Lessor.

The Government shall have fifteen (15) days after receipt of working construction drawings to review the drawings and either:

Approve the working construction drawings and issue a notice to the Lessor to proceed with all work pursuant to the construction drawings; or

Provide the Lessor with written comments setting forth defects and omissions to the working construction drawings with the understanding that the referenced modifications reflect error and omissions due to misinterpretation of Design Intent Drawings or other Government input. Within five (5) days after receipt of

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written comments, the Lessor shall submit the revised working construction drawings incorporating the revisions and/or corrections made by the Government to GSA for reconsideration. If the revised working drawings and specifications submitted by the Lessor to GSA are acceptable, GSA shall approve the working drawings and specifications within five (5) days of receipt of the aforementioned from the Lessor. If the revised working drawings and specifications submitted by the Lessor to GSA are not acceptable, the above procedure will be repeated until Lessor submits revised working drawings and specifications to GSA which are acceptable.

The Lessor shall not be obligated to commence tenant buildout unless the Government has approved the construction drawings and issued written notice to the Lessor to proceed with the construction work for that phase. The Lessor shall complete Phase 7 within forty (40) days of the date of its receipt of the notice to proceed for the phase.

The Government will commence paying rent for the 3,404 nulf of space upon its completion and acceptance by the Government.

The following paragraphs of the this lease are changed only with respect to the 3,404 nulf of space acquired under SLA No. 4 as follows:

Paragraph 45 Exterior Doors - Existing standard base building doors are accepted.

Paragraph 51 Building Security - No cameras or card readers are included for the perimeter of this space.

Paragraph 66 Window Covering - No blinds or drapes are included for storefronts.

Paragraph 68 Acoustical Requirements - The existing perimeter walls are accepted.

Paragraph 71 Ventilation - Lessor will provide up to 450 CFM of ventilation capacity. The Government will pay for supplemental HVAC if it determines that it is necessary.

Paragraph 74 Drinking Fountains - Requirement for a drinking fountain within 150 feet of this space is waived.

Paragraph 75 Restrooms - Requirement for toilet facilities within 150 feet of this space is waived.

Paragraph 115 - Telecommunications - No CER, cable tray or other requirements set forth in Paragraph 115 are included by the Lessor.

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The following five (5) items also pertain to the 3,404 nuf of space:

1. Main entry will be from the exterior of the building.
2. The electrical service will come from the main electrical room in the garage and will be connected to the existing Government meter. Conduit, incoming cable, and hook-up for electrical service will be provided by the Lessor.
3. Condenser water will be provided from two (2) 2 inch lines on the second floor that are connected to the Government system for metering of the service. There are 18 tons available for connecting this space into the system.
4. Heating will be by duct heaters with supplemental electric baseboard heat.
5. Lessor shall provide access to electrical junction boxes and valves as required by code.

At any time during the lease term, the Lessor has the option to secure office space as a permitted use for the 3,404 nuf of space. If the Science Learning Center is no longer needed, the Lessor agrees to use its best efforts to obtain approval from Arlington County for office space as a permitted use if it has not already done so, so that the Government can utilize this space as office. If (a) the Government no longer needs the space for the Science Learning Center, (b) the Government has occupied the space for at least 15 years, and (c) Lessor has been unsuccessful in obtaining office as a permitted use, then the Government may vacate the 3,404 nuf of space and be relieved of its obligation to pay rent and other expenses associated with the space provided that the Government give the Lessor a minimum of 120 days written notice of its intent to vacate.

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