

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 62

4/23/13

TO LEASE NO.
GS-11B-00143

(Page 1 of 3)

Stafford Place I
4201 Wilson Blvd.
Arlington, VA 22203

THIS AGREEMENT, made and entered into this date by and between Stafford Data LLC, whose address is:
c/o Dweck Properties
1730 M St., NW, Suite 408
Washington, DC 20036

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 UPON EXECUTION by the Government, as follows:

1. This Supplemental Lease Agreement (SLA) is issued to amend Lease Number GS-11B-00143 to provide for an additional 4 year term from January 1, 2014 through December 31, 2017, on the following terms and conditions.
2. Effective January 1, 2014, through December 31, 2017, the Lease shall be amended as follows:
 - a. As a result of a remeasurement in accordance with ANSI/BOMA Z65.1-1996 measurement standards, the parties hereby stipulate and agree that the former lease designated measurements of 540,810 rentable square feet (yielding approximately 470,806 net usable square feet) shall be restated as 570,017 BOMA rentable square feet ("RSF") (yielding approximately 492,359 ANSI/BOMA Office Area Square Feet ("ABOA SF"). The increase in square footage is not the result of an expansion. No adjustment will be made to the prior annual rent or parts thereof as a result of the re-measurement.
 - b. The Government shall pay the Lessor annual rent of \$22,783,579.49 (equivalent to \$39.97 per RSF for 570,017 RSF) payable at a rate of \$1,898,631.62 per month in arrears, subject to annual adjustments for increases or decreases in operating costs and real estate taxes as set forth herein. The foregoing rental rate includes a new operating cost base of \$2,565,076.50 (\$4.50 per RSF; \$5.209769 per ABOA SF), but is net of separately metered electricity, which shall continue to be paid by the Government in accordance with the original Lease. In addition, the foregoing rental rate includes \$712,521.25 (\$1.25 per RSF; \$1.447158 per ABOA SF) to amortize a tenant improvement allowance of \$2,850,085.00 (\$5.00/RSF) at a rate of 0%.


(continued on page 2)

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

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

Lessor: Stafford Data LLC

BY

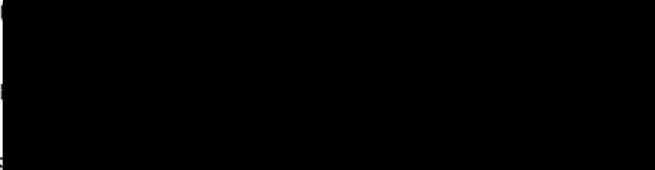


President
(Title)

04.10.2013



Same As Above
(Address)



Contracting Officer, GSA, NCR, PBS
(Official Title)

- c. Because the annual rent set forth in Paragraph 2(b) above includes a new operating cost base, there shall be no operating costs adjustment during the period from January 1, 2014 through December 31, 2014. Commencing January 1, 2015, annual adjustments for increases or decreases in operating costs shall be made in accordance with the Lease based on the new operating cost base amount established herein, and the base CPI Index published for December 2013.
- d. The annual rent set forth in Paragraph 2(b) above includes a new real estate tax base in the amount of the taxes actually due and paid for the 2013 tax year, which amount shall be memorialized in a subsequent SLA once the Lessor submits evidence of the fully paid tax bills for the 2013 tax year. Accordingly, commencing January 1, 2014, annual lump sum adjustments for increases or decreases in real estate taxes shall be made in accordance with the Lease based on the new real estate tax base amount established herein. The Government's percentage of occupancy shall be 96.96 percent, based on occupancy of 570,017 RSF in a building of 587,871 RSF. In the event that the Lessor is granted any tax abatement, refund, or other related subsidy from Arlington County applicable to the taxes payable during the period from January 1, 2014 through December 31, 2017, the Government shall be entitled to its percentage of occupancy share of any such abatement, refund, or subsidy.
- e. Studley, Inc. is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the lease value for the firm term, from January 1, 2014 through December 31, 2017. The total amount of the Commission is [REDACTED] which is earned upon lease execution, and is payable according to the the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Studley, Inc., with the remaining [REDACTED] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit.

Notwithstanding Paragraph 2(b) above, the shell portion of the rental payments due and owing for the month of January 2014 shall be reduced to fully recapture the Commission Credit as indicated in this schedule for adjusted Monthly Rent:

January 2014 Rental Payment of \$1,898,631.62 minus the Commission Credit of [REDACTED] equals [REDACTED] adjusted January 2014 Rent.

- f. The annual rent set forth in Paragraph 2(b) above includes a Tenant Improvement Allowance ("TIA") of \$2,850,085.00 (\$5.00/RSF), which has been amortized at a rate of 0%. Such TIA shall be available in full immediately upon execution of this SLA, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the Lease. If the Government does not utilize the entire TIA included in the rent or elect to transfer such unused TIA to a future replacement lease, the Government shall be entitled to apply any unused amount to abate the rent due during the last month (or, if necessary, two months) of the lease term, until such unused TIA is exhausted. The Government shall not be entitled to apply unused TIA as a downward adjustment in the rental rate due throughout the lease term. The foregoing TIA is provided in lieu of any cyclical painting or carpeting that may have otherwise been or would otherwise become due under the Lease.
3. The Government shall accept and continue to occupy the Premises in their "as-existing" condition, except that, prior to execution of this SLA by the Government, the Lessor shall provide an updated GSA Fire Protection and Life Safety Evaluation completed by a licensed FPE and shall complete all corrective actions identified therein at Lessor's sole cost and



INITIALS:


LESSOR


GOVERNMENT

expense. The acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the Lease which shall be performed in accordance with the standards set forth in the Lease and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.

4. In the event that the Government awards a long-term replacement lease to the Lessor under RLP No. 9VA2433, the Government shall be entitled to terminate this Lease effective upon the date that the Leased Premises is accepted as substantially complete and the term commences under the new replacement lease in order to effectuate the intent of the parties that the Government shall not pay double rent.
5. This document shall not constitute a payment obligation until the date of its execution by the United States. As a result, except as specifically discussed elsewhere in this SLA, even though payments are to be made retroactively, no moneys whatsoever are due under this agreement until thirty (30) days after its execution.

INITIALS:  _____ &  _____
LESSOR GOVERNMENT