

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

SUPPLEMENTAL AGREEMENT

DATE

No. 13

June 3, 2009

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TO LEASE NO.
GS-11B-01652

ADDRESS OF PREMISES:
Suffolk Building
5611 Columbia Pike
Falls Church, Virginia 22041

THIS AGREEMENT, made and entered into this date by and between, **SUFFOLK BUILDING LLC**

Whose address is: c/o Carr Properties
1776 Eye Street, NW, Suite #500
Washington, DC 20006

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

WHEREAS, the parties hereto desire to amend the Lease.

WHEREAS, this Supplemental Lease Agreement (this "SLA") is for, among other things, the purpose of memorializing the Government's lease of additional premises in the Suffolk Building located at 5611 Columbia Pike, Falls Church, VA.

NOW, THEREFORE, these parties, for the consideration hereinafter mentioned, covenant and agree that the said Lease is hereby amended effective as of July 1, 2009 (the "Effective Date") as follows:

1. From and after the Effective Date, the Government hereby leases an additional 113,697 BOMA rentable square feet (BRSF) (104,281 BOMA usable square feet (BOUSF)) of office and related space consisting of the remainder of the building located at 5611 Columbia Pike, Falls Church, Virginia 22041 (the "Expansion Space"). The Expansion Space is being leased in addition to the original 144,551 BOMA rentable square feet (BRSF) described in Paragraph 1 of the SF2 of the Lease (the "Original Space") (the Expansion Space and the Original Space, collectively, the "Entire Space"). As such, from and after the Effective Date, the Entire Space shall consist of 258,248 BRSF (233,925 BOUSF).
2. Notwithstanding Paragraph 2 of the SF2 (as amended by SLA No. 1), the term of the Lease for the Entire Space shall expire June 30, 2013.
3. From and after the Effective Date, the Government shall pay the Lessor an annual rent of \$3,658,769.46 (\$32.18/BRSF) for the Expansion Space at the rate of \$304,897.46 per month in arrears. The annual rent does not include janitorial costs, which will be handled as described below in Paragraph 9. Operating costs are subject to annual adjustments in accordance with Paragraph 3.5 of the SFO and such adjustments shall be made annually from the Effective Date. Rent for a lesser period shall be prorated. Rent checks shall be payable to: Suffolk Building LLC, c/o Carr Properties, 1776 Eye Street, NW, Suite #500, Washington, DC 20006-3716, or in accordance with the provision on electronic payment of funds.

(continued on page 2)

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

LI
B

E.V.P.
(Official Title)

IN THE PRESENCE OF (witnessed by)
[Redacted Signature]
(Signature)

1776 Eye Street, NW, Suite 500 Washington, DC
(Address) 20006

[Redacted Signature]
(Signature) TC Hairston

Contracting Officer
(Official Title)

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4. From and after the Effective Date, the Government shall pay the Lessor an annual rent of \$3,290,397.71 (\$22.76/BRSF) for the Original Space at the rate of \$274,199.81 per month in arrears. The annual rent does not include janitorial costs, which will be handled as described below in Paragraph 9. Therefore, the new annual rent for the Entire Space is \$6,949,167.17 (blended rate of \$26.91/BRSF) payable at a rate of \$579,097.26 per month in arrears. Operating costs are subject to annual adjustments in accordance with Paragraph 3.5 of the SFO. Rent for a lesser period shall be prorated. Rent shall be paid to the address set forth in Paragraph 3 above.

5. Paragraph 4 of the SF2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Government has a one-time right to terminate this Lease effective as of July 1, 2012 upon providing the Lessor with advance written notice of such termination on or before July 1, 2011, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. In the event that the Government terminates this Lease as provided for herein, the Government shall pay a lump sum to the Lessor in the amount of \$283,596.25 for the remaining principal on the amortized tenant improvements for the Original Space. The Government shall pay such amount to the Lessor together with the Government's delivery of notice to the Lessor as required herein."

6. The Government hereby represents that, as of the Effective Date, the building complies with the [REDACTED] and the [REDACTED] of the [REDACTED] (as such names may be changed from time to time) and that the building is viable for future [REDACTED] (as such name may be changed from time to time) tenancy.

7. From and after the Effective Date, the operating cost base (net of janitorial costs) for the Entire Space will be \$6.13/BRSF, subject to annual CPI adjustments as provided in Paragraph 3.5 of the SFO. Of the operating cost base set forth in the preceding sentence, \$1.90/BRSF is attributable to electricity costs. The Government and Lessor agree that this is comparable to the BOMA average. To the extent that actual electricity costs for any lease year shall exceed the \$1.90/BRSF (to be adjusted annually in accordance with the annual CPI adjustments in Paragraph 3.5 of the SFO), after presentation of an invoice submitted in accordance with General Clause 24 and proof of the actual electricity costs, the Government shall pay to the Lessor promptly in a lump sum the amount by which the actual electricity costs exceed the base operating costs attributable to electricity (i.e., \$1.90/BRSF as adjusted annually for CPI). Proof of the actual electricity costs may include, at the Government's discretion, a verification of the meter readings. The Lessor and Government agree to review this electricity arrangement after reviewing the actual electrical costs for the twelve months following the execution of this SLA.

8. From and after the Effective Date, the Government's percentage of occupancy for the Entire Space for purposes of real estate tax adjustments is 100%. The real estate tax base for purposes of adjustment pursuant to Paragraph 3.3 of the SFO is \$100,945.21.

9. From and after the Effective Date, the Government shall be responsible, at its sole cost and expense, for all cleaning or other janitorial services, supplies, or equipment for the entire building (including, but not limited to, the Entire Space and all common areas); the Government is not entitled to any credit therefor. SLA No. 3 shall be deemed null and void to the extent that it provides a credit to the Government for cleaning or other janitorial services, supplies, or equipment. In lieu of a credit therefor, the rental rate set forth in Paragraph 4 above for the Original Space reflects a rent reduction of \$0.71/BRSF from the rental rate for the Original Space in effect immediately before the Effective Date.

10. The Government accepts the Entire Space in its "as existing" condition, as further described in Exhibit A attached hereto and made a part hereof.

11. The Government hereby exercises its entitlement to control the entirety of the parking area of 567 spaces at an annual rate of \$476,280.00 (\$70.00 per space per month) for a fixed period to coincide with the lease term. The payment for the parking shall be paid on a monthly basis separately from rent paid under this Lease for the Entire Space.

Lessor 

Government 

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12. The terms and conditions of Section 7.1B of the SFO and Paragraph 1 of Rider 1 to the SF-2 of the Lease shall apply to any special equipment as defined in Rider 1, anywhere in the entirety of the Leased Premises, whether existing prior to the execution of this SLA, or thereafter installed, during the term of the Lease for the Entire Space. The Lessor shall not be responsible for the replacement of any such special equipment installed by the Government or damaged by the Government during the term of the Lease for the Entire Space.

13. Rider 2 to the SF-2 of the Lease is hereby deleted in its entirety and following is substituted in lieu thereof:

“Lessor agrees to provide overtime heating and cooling at a rate of \$41.52 per hour per floor. All Government requests for overtime made pursuant to Section 7.3(C) of the SFO must be in writing and a four (4) hour minimum will apply for each service request.”

14. The Lessor shall not be responsible for the payment of any commissions to the Government in connection with this SLA.

15. All other terms and conditions of the Lease shall remain in full force and effect. To the extent that anything contained in this SLA conflicts with, or is in any manner inconsistent with, any term, provision, section, or covenant of the Lease, including, but not limited to, any Rider, the SFO, or the General Clauses, the terms and conditions of this SLA shall control.

16. This SLA does not bind the parties until executed by both the Government and the Lessor.

Lessor JS Government (Signature)