

SUPPLEMENTAL LEASE AGREEMENT

No. 1

FEB 3 2005

LEASE NO.

GS-11B-01718

ADDRESS OF
PREMISES

ONE POTOMAC YARD
2777 Crystal Drive
Arlington, VA 22202

THIS AGREEMENT, made and entered into this date between Crescent Potomac Yard Development, LLC

whose address is 2805 S. Crystal Drive
Arlington, VA 22202

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

WHEREAS, the parties hereto desire to amend this Lease to increase square footage of the leased premises, and to effect such other related matters as follows:

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

- Increased Premises.** The premises defined in Paragraph 1 of the Lease are hereby increased by the addition of 2,849 USF on the first floor of the building, thereby increasing the total premises leased to 271,317 USF. The additional premises are part of the revised first floor plan, attached hereto and incorporated herein. The additional premises shall be delivered as part of the tenant improvements to be constructed by the Lessor under this Lease.
- Revised Annual Rent.** The annual rent defined in Paragraph 3 of the Lease is hereby adjusted to include the additional premises as follows: The Government shall pay annual rent in the amount of **\$10,025,163.15** (\$36.95 per USF) payable monthly in arrears in the amount of **\$835,430.26** per month. This annual rent shall be subject to adjustment on each remaining anniversary date of this Lease for increases in the CPI as set forth under this Lease.
- Adjustment of Operating Cost Base and Percentage of Government Occupancy.** The operating cost base for calculating CPI adjustments for increases in operating costs under this Lease is hereby amended to **\$1,937,203.38** (\$7.14 per USF), and the Government's percentage of occupancy for real estate tax purposes shall remain as **100%**.
- Additional Tenant Improvement Allowance.** The Tenant Improvement Allowance set forth in Paragraph 6.B of the Lease is hereby increased to **\$11,256,942.33** (\$41.49/USF) to include additional funds for the additional premises.

Except as provided herein, 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 above date.

LESSOR

B
Y
(Signature)

IN THE
PRESENC

B

V.P.
(Title)

10965 Lee Highway #102
Fairfax, VA 22030
(Address)

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