

SUPPLEMENTAL LEASE AGREEMENT

No. 3

AUG 16 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 memorialize the agreement by the Government to allow occasional use by outside groups of the conference facilities on the 1st floor 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:

1. The EPA conference center area located on the first floor of One Potomac Yard shall be made available to Arlington County government/government sponsored groups, including the Aurora Highlands and Arlington Ridge Civic Associations, after 6:00 p.m. weekdays and between 9:00 a.m. to 6:00 p.m. Saturdays on a pre-scheduled basis, provided the facility is not needed by the EPA or EPA sponsored groups. The Lessor shall provide advance notice of such intended use by Arlington County to the Government, and the Government shall have the right and option to approve or disapprove such use, in its sole discretion, provided the conference center area is not in use by the Government, or approved building tenant(s), and/or the use of the conference center by Arlington County groups is not inconsistent with security regulations required by the Government. For purposes of this provision, "in use" shall include, but is not limited to, necessary set-up and preparation that may begin in the days before Government meetings or events. The Government's Audio Visual Equipment may not be used unless expressly permitted by the Government and only if the Government's contracted AV Consultant is present. The Lessor shall bear any and all costs for use of the conference center by Arlington County and/or it's sponsored groups to include, but not be limited to, security, audio visual consultants, parking, on-site personnel to admit Arlington County groups, and set-up and custodial services, including cleaning and preparation, for use of conference facility center area by Arlington County groups so long as the area shall remain utilized for conference center purposes. Further the Lessor shall hold harmless and indemnify the Government from any loss or damage arising from the use of the conference facilities by Arlington County Groups. Lessor agrees and warrants that it will execute an appropriate use agreement with Arlington County and Arlington County Groups that incorporates these provisions and conditions in favor of the Government. Further, such Agreements shall include the specific hold harmless, indemnification and liability waiver provisions in favor of the Government. The Government shall not be responsible for the safety or security of Arlington County's conference center users, and the users and/or Crescent shall assume the risk for any and all liability, loss, injury and/or damages incurred during use of the conference center. Serving or consumption of alcoholic beverages in the conference center area by Arlington County groups will be prohibited.

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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.

LE

B
Y

President

(Title)

IN THE PRESENCE OF

B
Y

2805 S. CRYSTAL DR. ARLINGTON VA.

(Address)

Contracting Officer, GSA, PBS, NCR, RED

(Official Title)

2. Lessor agrees that at least twice annually, or as needed as a direct result of the use hereunder, Lessor shall directly pay for the cleaning, repair or replacement of furniture or carpeting in the Conference Center if such is required due to the use of the space by Arlington County or Arlington County sponsored groups.

3. The Government agrees that any curtains or blinds on the interior of the conference center space shall remain open while the space is not in use by the Government's tenants and/or when such use of the space can be reasonably conducted with open blinds in the sole and absolute discretion of the Government. The Lessor shall provide, maintain and operate flat screen televisions in the general location shown on Attachment A to be placed in the conference center windows. The Government must approve the enclosure design for these televisions before installation thereof by the Lessor. These televisions shall be used for educational display purposes for viewing by pedestrians outside the building.

4. The Lessor shall provide seasonal outdoor seating that will be made available to general public on the sidewalk and plaza areas outside of the conference facility. The Lessor shall maintain and control the outdoor seasonal furniture at no cost or expense to the Government.

5. The Lessor shall be solely responsible for coordinating the Government's requirements for use of the conference facility and related matters as set forth above with Arlington County and Arlington County groups. The Government may request that the Lessor terminate the use of any group that has violated the terms set forth herein, and the Lessor shall take such action to effect the Government's request.

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located in the bottom right corner of the page.