

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE
	TO LEASE NO. GS-11B-02269	

ADDRESS OF PREMISES: **1800 N. Kent Street
Arlington, VA 22209**

THIS AGREEMENT, made and entered into this date by and between: **Wilson Plaza East, LLC**

whose address is:

**c/o The Wade Company, LLC
1800 N. Kent Street
Suite 906
Arlington, VA 22209**

and whose interest in the property hereinafter described is that of Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

RECITALS

- A. GS-11B-02269 (the "Succeeding Lease") is the succeeding lease to GS-11B-00201 (the "Original Lease").
- B. Pursuant to the SF2 of the Succeeding Lease, effective September 1, 2011 (the date on which Expansion Premises A was included in the leased premises), the square footage of the leased premises increased from 176,676 BRSF to 204,239 BRSF and the Government's annual base rent increased from \$6,697,787.16, at the rate of \$558,148.93 per month in arrears, to \$7,742,700.49, at the rate of \$645,225.04 per month in arrears. As of the Adjustment Date (defined below), the Government's monthly installments of the annual base rent have not included the increased rent set forth in the immediately preceding sentence. Instead, the Government has continued to pay to the Lessor monthly installments of annual rent at the previous rate of \$558,148.93 per month in arrears.
- C. Due to the Government's underpayment of the monthly installments of annual base rent as described in Paragraph B, above, the Government owes to the Lessor the amount of \$912,892.88, representing the difference between what the Government has paid and what the Government owes, as of the Adjustment Date (the "Succeeding Lease Obligation"). The following schedule is for illustrative purposes only:

Rent Month	Month Received/Due	Amount Due from the Government ¹	Amount Received from the Government ²	Underpayment
September 2011	October 2011	██████████	\$ 558,148.93	██████████
October 2011	November 2011	\$ 645,225.04	\$ 558,148.93	\$ 87,076.11
November 2011	December 2011	\$ 645,225.04	\$ 558,148.93	\$ 87,076.11
December 2011	January 2012	\$ 645,225.04	\$ 558,148.93	\$ 87,076.11
January 2012	February 2012	\$ 645,225.04	\$ 558,148.93	\$ 87,076.11
February 2012	March 2012	\$ 645,225.04	\$ 558,148.93	\$ 87,076.11
March 2012	April 2012	\$ 645,225.04	\$ 558,148.93	\$ 87,076.11
April 2012	May 2012	\$645,225.04	\$558,148.93	\$87,076.11
May 2012	June 2012	\$645,225.04	\$558,148.93	\$87,076.11
June 2012	July 2012	\$645,225.04	\$558,148.93	\$87,076.11
July 2012	August 2012	\$645,225.04	\$558,148.93	\$87,076.11
			TOTAL	\$ 912,892.88

- 1. September 2011 rent is reduced by the Commission Credit of ██████████, per SF2 Paragraph 6.F
- 2. February through August rent payments are net of CPI increase not reflected in "Amount Due from the Government" pursuant to Paragraph 3 below.

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Arlington, VA 22209

AGREEMENT

WHEREAS, the parties hereto desire to amend the Succeeding Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the Succeeding Lease is amended as follows:

1. Commencing with the Government's monthly installment of annual base rent due on August 1, 2012, the Government shall pay to the Lessor monthly installments of annual base rent in the amount of \$645,225.04 through and including the Government's monthly installment of annual base rent due on October 1, 2012.
2. Commencing with the Government's monthly installment of annual base rent due on November 1, 2012 (at which time the leased premises will reflect the inclusion of Expansion Premises B), the square footage of the leased premises shall increase from 204,239 BRSF to 243,000 BRSF, and the Government's annual base rent shall increase from \$7,742,700.49, at the rate of \$645,225.04 per month in arrears, to \$9,212,130.00, at the rate of \$767,677.50 per month in arrears.
3. All foregoing statements of annual base rent amounts shall be in addition to Operating Cost Adjustments and Tax Adjustments provided during the Succeeding Lease term pursuant to the terms of the Succeeding Lease. In addition, the Tax Year 2011 Tax Adjustment remains outstanding and will be memorialized in a subsequent SLA.
4. Except as expressly modified in this SLA, all other terms and conditions of the Succeeding Lease shall remain in full force and effect. In the event of any conflict between any term or condition of this SLA and any term or condition contained elsewhere in the Succeeding Lease, such term or condition as contained in this SLA shall govern.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

Wilson Plaza East, LLC,
a Wisconsin limited liability company,

By: Bristol Group, Inc.,
a California corporation,
its Ma

By: _____

By: _____
Managing Director

IN _____

(Address)

UNITED STATES OF AMERICA:

By: _____
Mark Stadsklev

Contracting Officer, GSA, NCR
(Official Title)