

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT LEASE No. 6 <i>MJE</i>	DATE August 27, 2013 November 7, 2013 <i>MJE</i>
	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. On October 22, 2010, the Lessor billed the Government \$81,355.15 as the final Tax Adjustment due under the Original Lease. Such amount due remains outstanding.
- C. In May 2011, the Lessor received an additional monthly rental payment under the Original Lease in the amount of \$421,046.29. The Lessor promptly notified the Government of the overpayment.
- D. Based upon items A, B, and C, above, there is a net amount of \$339,691.14 (\$421,046.29 minus \$81,355.15) due from the Lessor to the Government under the Original Lease (the "Original Lease Credit").
- E. Pursuant to the Succeeding Lease's SF2, effective October 1, 2012 (the date on which Expansion Premises B was included in the leased premises), the square footage of the leased premises increased by 38,761 BRSF, from 204,239 BRSF to 243,000 BRSF, and the Government's annual base rent increased 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, exclusive of accrued and accumulated Operating Cost Adjustments. As of the Adjustment Date (defined below), the Government's monthly installments of the annual base rent have not included the increased base rent set forth in the immediately preceding sentence. Instead, the Government has continued to pay to the Lessor monthly installments of annual base rent at the previous rate of \$645,225.04 per month in arrears.
- F. Effective 10/1/2012, the annual operating cost increases by \$278,122.28 (\$7.175 x 38,761 RSF), from \$1,465,478.62 to \$1,743,600.90. The total new operating costs, not including 2013 CPI, is \$1,743,600.90 (\$7.175 x 243,000 RSF), which includes a base operating cost of \$1,643,334.76. The Fiscal Year 2013 CPI Adjustment, which is effective 5/1/2013, will be addressed at a later date in a separate SLA after this SLA is executed.
- G. Effective 10/1/2012, the total new annual rent increased by ~~\$1,405,422.35~~ **\$1,485,423.23** *MJE* (\$38.32 x 38,761 RSF) to include Expansion Premises B. The total rent, therefore, increased from ~~\$7,820,970.74~~ **\$7,826,970.04** *MJE* to \$9,312,393.27 (\$776,032.77 per month).

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INITIALS: *JKE* Lessor *MJE* Government

H Due to the Government's underpayment of the monthly installments of annual base rent and annual operating rent as described in Paragraphs E and F above, the Government owes to the Lessor the amount of \$1,479,158.56, 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	Amount Due from the Government ¹	Amount Received from the Government	Underpayment
October 2012	November 2012	██████████	\$651,864.78	██████████
November 2012	December 2012	\$776,032.77	\$606,920.45	\$169,112.32
December 2012	January 2013	\$776,032.77	\$651,864.78	\$124,167.99
January 2013	February 2013	\$776,032.77	\$651,864.78	\$124,167.99
February 2013	March 2013	\$776,032.77	\$651,864.78	\$124,167.99
March 2013	April 2013	\$776,032.77	\$651,864.78	\$124,167.99
April 2013	May 2013	\$776,032.77	\$651,864.78	\$124,167.99
May 2013	June 2013	\$776,032.77	\$651,864.78	\$124,167.99
June 2013	July 2013	\$776,032.77	\$651,864.78	\$124,167.99
July 2013	August 2013	\$776,032.77	\$651,864.78	\$124,167.99
August 2013	September 2013	\$776,032.77	\$651,864.78	\$124,167.99
September 2013	October 2013	\$776,032.77	\$651,864.78	\$124,167.99
			TOTAL	\$1,479,158.56

1. The amount due from the Government is the escalated, monthly rent of \$776,032.77 which includes the rent increase for Expansion Premises B and accrued operating cost adjustments up to the 2012 CPI
2. The amount due from the Government for October 2012 rent is reduced by the Expansion Premises B Commission Credit of ██████████ per SF2 Paragraph 6.F. Because this SLA accounts for this Expansion Premises B Commission Credit, effective as of this SLA's execution date, the Government will no longer have any right to take a Commission Credit against rent.

I. Deducting the Original Lease Credit of \$339,691.14 as described in Paragraph D above, from the Succeeding Lease Obligation, the Government owes to the Lessor the amount of \$1,139,467.42.

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:

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1. Commencing with the Government's monthly installment of annual rent due for the month of October 2013, the Government shall pay to the Lessor monthly installments of annual rent in the amount of \$776,032.77.
2. As of October 1, 2013 (the "Adjustment Date"), the Original Lease Credit of \$339,691.14 that the Lessor owes to the Government shall be applied to the Succeeding Lease Obligation of \$1,479,158.56 that the Government owes to the Lessor, resulting in a net sum of \$1,139,467.42 (the "Satisfaction Amount") that the Government owes to the Lessor.
3. On or before ~~October~~ *December* 1, 2013, the Government shall pay the Satisfaction Amount of \$1,139,467.42 to the Lessor as a lump sum in full satisfaction of the Original Lease Credit and the Succeeding Lease Obligation (to the extent that the same has accrued as of the Adjustment Date). Nothing in this Supplemental Lease Agreement ("SLA") shall be deemed in any way to constitute the Lessor's release or waiver of its rights with respect to: (a) any discrepancy in rent owed by the Government under the Succeeding Lease and rent actually paid by the Government after ~~October~~ *December* 1, 2013; or (b) any interest that has accrued or may accrue if the Government does not pay the Lessor the Satisfaction Amount on or before ~~October~~ *December* 1, 2013, it being expressly understood that the Government shall be liable to the Lessor for any amounts described in (a) or (b) above.
4. All foregoing statements of annual base rent amounts are notwithstanding any future Operating Cost Adjustments and Tax Adjustments payable during the Succeeding Lease term pursuant to the terms of the Succeeding Lease, including but not limited to the annual operating cost adjustment effective May 1, 2013. In addition, the Tax Year 2012 Tax Adjustment remains outstanding and will be memorialized in a subsequent SLA.
5. 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.

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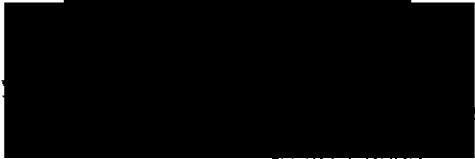
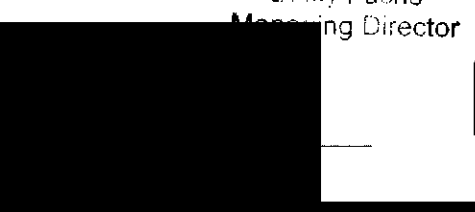
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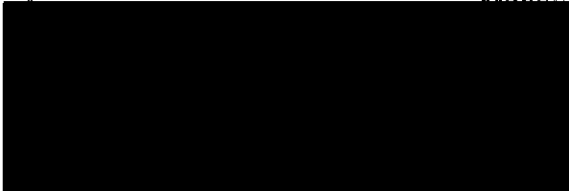
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

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

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

By: 

By: 
Managing Director





(Address)

UNIT

By: 

Contracting Officer GSA, NCR
(Official Title)