

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 3 (Page 1 of 3)	DATE SEP 27 2012
	TO LEASE NO. GS-11B- 02289	

ADDRESS OF PREMISES 1801 S. Bell Street
 Arlington, VA 22202-4506

THIS AGREEMENT, made and entered into this date by and between: BNA Washington, Inc.

whose address is **1801 South Bell Street**
Arlington, VA 22202-4506

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

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

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

This Supplemental Lease Agreement (SLA) Number 3 is issued to reflect reduction of space due to termination of a portion of the premises under this Lease effective July 30, 2012 at 11:59 PM. The space covered by this termination is for a total of 26,178 BRSF/ 22,315 ABOA consisting of 25,572 BRSF/ 21,709 ABOA located on the entire fifth (5th) floor and 606 BRSF/ 606 ABOA located on the Penthouse level. Five (5) reserved parking spaces in the building garage are also included in this termination.

- Final Space:** Effective July 31, 2012, the final space covered by this Lease shall be 25,572 BRSF / 21,709 ABOA [4,371 BRSF / 3,710 ABOA in Suite 434 and 21,201 BRSF / 17,999 ABOA in Suite 400] located on the entire fourth (4th) floor, after a reduction of 26,178 BRSF / 22,315 ABOA from 51,750 BRSF / 44,024 ABOA.
- Final Rent:** Effective July 31, 2012, the annual rent shall be \$1,035,611.85 payable at the rate of \$86,300.99 in arrears. This rent consists of \$176,982.82 for Suite 434 and \$858,629.03 for Suite 400, and is inclusive of a base for operating costs and real estate taxes. There is no Tenant Improvement Allowance in the annual rent.
- Operating Costs:** The operating cost base included in the above annual rent is \$216,314.19 which reflects the operating costs after the 2012 CPI adjustment. This adjusted base consists of \$36,967.42 for Suite 434 and \$179,346.77 for Suite 400. For the purpose of operating cost adjustments per Paragraph 4.3 of the SFO, the first CPI adjustment shall be due on February 12, 2013 using the base of \$179,346.77 for Suite 400 only by comparing the index for the month of January 2013 to the index for January 2012. The CPI adjustment shall be added to the above reset operating cost base. Suite 434 has been vacant since October 16, 2011, and shall not be subject to further CPI adjustments until it is occupied again.
- Real Estate Taxes:** For the purpose of tax adjustments per Paragraph 4.2 of the SFO, effective July 31, 2012, the Government percentage of occupancy shall be reduced by 9.05700% from 17.90000% to 8.84300% [1.50971% for Suite 434 and 7.33329% for Suite 400].

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: BNA Washington, Inc.

CEO & PRESIDENT

(Title)

1801 S. BELL STREET
ARLINGTON, VA 22206

(Address)

Contracting Officer, GSA, NCR, Lease Execution Division
 (Official Title)

GENERAL SERVICES ADMINISTRATION-
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

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5. **Adjustment for Vacant Premises:** For the purpose of adjustments for vacant premises covered by this termination and Suite 434 effective October 16, 2011, in accordance with Paragraph 4.4 of the SFO, the Government shall withhold the amount of \$82,272.58. This amount was calculated using the rate of \$4.00 per ABOA as follows:

Adjustment for Vacant Premises at \$4.00 per ABOA				
BRSF	ABOA	Adjustment \$4.00 per ABOA	Per Month	Rate/ABOA
25,572	21,709	\$86,836.00	\$7,236.33	\$4.00
606	606	\$2,424.00	\$202.00	\$4.00
4,371	3,710	\$14,840.00	\$1,236.67	\$4.00
30,549	26,025	\$104,100.00	\$8,675.00	\$4.00

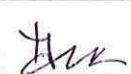
Adjustment Period	5 th fl 21,709 ABOA	PH 606 ABOA	Suite 434 3,710 ABOA	Total 26,025 ABOA
10/16/11-10/31/2011	\$3,734.88	\$104.26	\$638.28	\$4,477.42
8 Months 11/1/2011 - 6/30/2012	\$57,890.64	\$1,616.00	\$9,893.36	\$69,400.00
7/1/12-7/30/2012	\$7,002.90	\$195.48	\$1,196.78	\$8,395.16
TOTAL Vacant Premises Adjustment	\$68,628.42	\$1,915.74	\$11,728.42	\$82,272.58

6. **Adjustment for Daytime Cleaning:** For the purpose of adjustments for daytime cleaning services not provided in the space covered by this termination and in vacant Suite 434 effective October 16, 2011, the Government shall withhold the amount of \$13,780.73. This amount was calculated using the rate of \$0.67 per ABOA as stated in Paragraph 3 of the SF2 as follows:

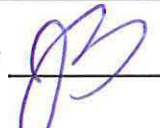
Adjustment for Daytime Cleaning at \$0.67 per ABOA				
BRSF	ABOA	daytime Cleaning @ \$0.67 per ABOA	Per Month	Rate/ABOA
25,572	21,709	\$14,545.03	\$1,212.09	\$0.67
606	606	\$406.02	\$33.84	\$0.67
4,371	3,710	\$2,485.70	\$207.14	\$0.67
30,549	26,025	\$17,436.75	\$1,453.06	\$0.67

Adjustment Period	5 th fl 21,709 ABOA	PH 606 ABOA	Suite 434 3,710 ABOA	Total 26,025 ABOA
10/16/11-10/31/2011	\$625.59	\$17.47	\$106.91	\$749.97
8 Months 11/1/2011 - 6/30/2012	\$9,696.72	\$270.72	\$1,657.12	\$11,624.56
7/1/12-7/30/2012	\$1,172.99	\$32.75	\$200.46	\$1,406.20
TOTAL Daytime Cleaning Adjustment	\$11,495.31	\$320.93	\$1,964.49	\$13,780.73

LESSOR



GOV'T



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7. **Restoration:** In accordance with Option 1 of Rider Number 3 "Restoration", the parties acknowledge that the Government has reimbursed the Lessor the amount of \$170,500.00 via lump sum per Purchase Order Number PS0023509.

All other terms and conditions of the lease shall remain in full force and effect.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution and the actual payment due date. Any amount due thereunder will not accrue interest until that time.

LESSOR *Inc.* GOV'T 