

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 1

DATE JUN 29 2011

TO LEASE NO.

GS-11B-02213

ADDRESS OF PREMISES 7700 Arlington Boulevard  
Falls Church  
VA, 22042

THIS AGREEMENT, made and entered into this date by and between GBA Associates Limited Partnership

whose address is: 7700 Arlington Boulevard,  
Falls Church, VA 22042

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

WHEREAS, the parties hereto desire to amend the Lease to expand the space leased by the Government for a lease term that will be conterminous with Lease Number GS-11B-02213.

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

1. This Supplemental Lease Agreement is hereby issued to reflect the expansion of 17,800 BOMA Rentable Square Feet (BRSF) yielding 17,800 ANSI/BOMA Office Area Square Feet (ABOASF), the "Cafeteria Area". The rental rate set forth in this Supplemental Lease Agreement does not include a Tenant Improvement Allowance.

The new square footage under this lease is approximately 686,085 BRSF yielding 661,801 ABOASF

**Block A:** 668,285 BRSF / 644,001 ABOASF of **INITIAL** office space

**Block B:** (Cafeteria Area): 17,800 BRSF / 17,800 ABOASF of **EXPANSION** space

The Cafeteria Area shall include the existing cafeteria, adjacent walkway, elevator and stair tower located on the roof of the Main Building of 7700 Arlington Boulevard (collectively the "Cafeteria Area"). The final square footage leased shall be agreed upon by the Government and the Lessor after review of the final drawings and commemorated in a subsequent SLA.

2. TO HAVE AND TO HOLD the Expanded Premises as described in the above Paragraph One, with their appurtenances for a fifteen (15) year firm term commencing in accordance with Paragraph 5.13 of the Solicitation for Offers No. 9VA2175. The parties will execute a supplemental lease agreement (SLA) after the commencement date to memorialize the commencement and expiration dates of the lease term.
3. For the Expansion Space, the Government shall pay the Lessor an annual rent of \$267,000.00 (\$15.00/BRSF or \$15.00/ABOASF) at the rate of \$22,250.00 per month in arrears. In addition to the annual base rent, the Government shall pay operating cost escalations and tax adjustments during the term of this lease. Rent checks shall be made payable to: GBA Associates Limited Partnership or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, there is no rent or other abatement on the increased space leased by the Government. **The combined annual rent for both Block A (\$24,953,761.90) and Block B (\$267,000.00) totals \$25,220,761.90 per year.**
4. Commission and Commission Credit – The Lessor has agreed to pay a lease commission of [REDACTED] for years 1-10 and [REDACTED] for years 11-15 of the firm term value of this Lease, payable in accordance with the SFO. **The amount of the commission for the Cafeteria Area is [REDACTED].** In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's broker (CB Richard Ellis, Inc.) shall forego [REDACTED] of the Commission ("Commission Credit") that it is entitled to receive in connection with this lease. **The Commission Credit for the Cafeteria Space is [REDACTED].** The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, as well as the commission agreement between the Lessor and the Broker dated November 30, 2009.

The rental payments due and owing under this Lease for month one (1) shall be fully abated and the rental due for month two (2) shall be ██████████ to fully recapture the Commission Credit above.

5. Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 100% for tax purposes, as calculated: 686,085 BRSF/686,085 BRSF.

Pursuant to Paragraph 4.1(c) of the SFO, the "Common Area Factor" for the Expanded Premises is calculated to be 1.03669381, as calculated: 686,085 BRSF / 661,801 ABOASF.

The base operating expenses for Block A and B shall be \$6,211,624.41, which is equivalent to \$9.05372426 per 686,085 BRSF, and shall be increased annually in accordance with Paragraph 4.3 of Lease Number GS-11B-02213 ("Lease").

The Government shall be responsible for all "above standard" costs associated with cleaning and maintenance of the Kitchen, including the food preparation, cooking and serving areas, but not limited to equipment and lighting.

6. The Government shall be responsible for all costs associated with the design, renovation and build-out of the Cafeteria Area, including, but not limited to the tenant's specific requirements, and shall work through Lessor and Lessor's contractors to design and complete the renovation of the Cafeteria Area. GSA shall have the option to utilize a portion of Lessor's TI Allowance, as originally negotiated under the initial lease (Block A), towards the Cafeteria Area (Block B). Lessor shall use its best efforts to have renovated Cafeteria Area ready and available for the Government's use and occupancy no later than June 1, 2012.

The Government shall be responsible for all security requirements and the costs thereof, directly or indirectly, related to the Cafeteria Area. These costs shall include any costs that Lessor would not have experienced if such area had been demolished and never leased to the Government.

7. Condition of Cafeteria Area for the Expanded Premises – The Government accepts the base building and the building shell in their configuration and existing "as is" condition as of the execution date of this SLA for the 17,800 BRSF described above. There shall be no tenant improvement allowance or base building upgrades to the Cafeteria Area included as a part of this agreement, however the Government has the option to utilize a portion of Lessor's TI Allowance, as described in Paragraph 6 above. Furthermore, Lessor shall have the reasonable right to approve all design specifications, in accordance with the current lease agreement and prior to the agreement of performance and maintenance standards of the proposed Cafeteria Area.
8. At the Government's option, Lessor shall make any and all corrections identified in the Fire Protection and LifeSafety at Government's sole cost for the Cafeteria Area. Government's Costs shall include any related costs that Lessor would not have paid had Lessor demolished the Cafeteria Area.
9. The Government shall have the right to engage a food service provider to operate the Cafeteria Area, but shall not sublet or assign the Cafeteria Area without the prior written consent of Lessor, which consent shall not be unreasonably conditioned, withheld or delayed

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.

[Redacted Name]

VICE PRESIDENT  
(Title)

IN THE PRESENCE OF (witnessed by)

[Redacted Name]

7700 ALLINGTON BLVD, FAIRLICK CHURCH VA  
(Address) 22042

UNIT

[Redacted Name]

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

TC Hairston