

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No.4	DATE 6-5-2012
	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 above

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **03/09/2012**, as follows:

This Supplemental Lease Agreement is issued to reflect the partial acceptance of space and commencement of the Rent for the said leased premises (acceptance of Phase 2).

The Government hereby accepts an additional 153,602 BOMA Rentable Square Feet (BRSF) yielding 147,800 BOMA Office Usable Square Feet (BOUSF) in the building know as the Southwest Building. The total amount of square footage accepted at this point is 668,285 BRSF yielding 644,001 BOASF as follows:

NORTHWEST, MAIN and SOUTHWEST BUILDING SQUARE FOOTAGE:

- Northwest Building 1stFloor = 64,397 BRSF / 62,212 BOUSF
- Northwest Building 2ndFloor = 62,954 BRSF / 60,306 BOUSF
- Northwest Building 3rdFloor = 64,274 BRSF / 62,074 BOUSF
- Northwest Building 4thFloor = 66,099 BRSF / 63,407 BOUSF
- **NORTHWEST BUILDING TOTAL = 257,724 BRSF / 247,999 BOUSF**

- Main Building 1stFloor = 121,382 BRSF / 117,265 BOUSF
- Main Building 3rdFloor = 135,577 BRSF / 130,937 BOUSF
- **MAIN BUILDING TOTAL = 256,959 BRSF / 248,202 BOASF**

- Southwest Building 1stFloor = 37,855 BRSF / 36,570 BOASF
- Southwest Building 2ndFloor = 38,738 BRSF / 37,109 BOASF
- Southwest Building 3rdFloor = 38,053 BRSF / 36,751 BOASF
- Southwest Building 4thFloor = 38,956 BRSF / 37,370 BOASF
- **SOUTHWEST BUILDING TOTAL = 153,602 BRSF / 147,800 BOASF**

Acceptance of NW, Main and Southwest Building = 668,285 BRSF / 644,001 BOASF

The Southwest Building Rent commencement date for the total of 153,602 BRSF yielding 147,800 BOASF (considered Phase 2) of office and related space is established as March 9, 2012 and to expire on December 4, 2026. The total space accepted to date is 668,285 BRSF yielding 644,001 BOASF. A subsequent SLA will be executed to establish the rent commencement date for the remaining space of the lease.

Per paragraph 2 of the Standard Form 2 (SF2), the effective date of this Lease is still December 5, 2011 (Phase 1).

Per paragraph 6.N) of the SF2, this lease includes a total of 2,040 parking spaces as follows:
 The five (5) reserved parking spaces for Official Government Vehicles and the remaining 2,035 parking spaces, as discussed in Paragraph 1 of the SF2, shall be at no additional charge to the Government throughout the lease term.

Paragraph 3 of the SF 2 shall be amended as follows:

Effective March 9, 2012, the Government shall pay the Lessor the addition annual rent of \$5,735,498.68 (\$37.34 x 153,602 BRSF) for a total of \$24,953,761.90 (\$37.34 x 668,285 BRSF) at the rate of \$2,079,480.16 per month in arrears. The operating cost portion of the annual rent will be \$6,050,468.12 (668,285 BRSF x \$9.05372426 per BRSF). Rent for a lesser period shall be prorated. Rent checks shall be made payable to: GBA Associates Limited Partnership or in accordance with the provision on electronic payment of funds.

Per paragraph 5 of SLA 1, the Government's base cost of services and utilities for the purposes of calculating the operating cost adjustments will remain \$6,211,624.41, based on the entire lease. Although, occupancy will be phased under this lease, operating cost adjustments will be based on the date of the acceptance of the 1st Phase (**Lease effective date of December 5, 2011 and expiring on December 4, 2026**).

Per paragraph 6.B) of the SF 2, the Phase 2 annual rent set forth above \$5,735,498.68 includes a Tenant Improvement Allowance (TIA) of \$42.08 per USF for a total of \$6,219,424 amortized at 0% for the remaining term of the lease.

The total annual rent of \$24,953,761.90 is inclusive of TIA in the amount of \$42.08 per USF for a total of \$27,099,562.08 amortized at 0% over the term of the lease.

Per SLA 3, the Commission Credit Schedule will continue as follows: Notwithstanding Paragraph 3 of the Standard Form 2, the Shell portion of the rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the lease term and continue until exhausted. Per SLA 3, the remaining Commission Credit will be broken into four equal parts (██████████), with the first Credit taken out during Phase 1 and the remaining three equal parts to be taken out as follows:

Second Full Month's (March 2012) Rental Payment of \$2,079,480.16 (\$37.34 x 668,285 BRSF) minus prorated Commission Credit of ██████████ equals ██████████ adjusted Second Full Month's Rent.

Third Full Month's (April 2012) Rental Payment of \$2,079,480.16 (\$37.34 x 668,285 BRSF) minus prorated Commission Credit of ██████████ equals ██████████ adjusted Third Full Month's Rent.

Fourth Full Month's (May 2012) Rental Payment of \$2,079,480.16 (\$37.34 x 668,285 BRSF) minus prorated Commission Credit of ██████████ equals ██████████ adjusted Fourth Full Month's Rent.

The Government's percentage of occupancy for the purposes of calculating tax adjustments is 97.405569%.

It is understood that only upon execution by the Government does this SLA become binding on both parties

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

IN ██████████ their names as of the above date.

LE
BY ██████████
(Signature)

Vice President
(Title)

IN THE PRESENCE OF (witnessed by)
██████████

7700 ARLINGTON BLVD, FALLS CHURCH VA
(Address)

UNITED STATES OF AMERICA
BY ██████████
egesin

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