

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 5

DATE 10/17/12

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:

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

1. The Government hereby accepts 17,800 BRSF (17,800 BOASF) of expansion space on the 4th floor of the Main Building at 7700 Arlington Boulevard, Falls Church Virginia. In accordance with paragraph 2 of SLA 1, the rent commencement date for the 17,800 BRSF of expansion space is established as **June 19, 2012 and expires on December 4, 2026** for a total of 686,085 BRSF, yielding 661,801 ABOASF as follows:

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: (Pavilion Area): 17,800 BRSF / 17,800 ABOASF of EXPANSION space

2. **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 plus utility costs of special or additional Government equipment. 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.**
2. 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 Pavilion 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 Pavilion Area 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 Commission Credit will be broken into 12 equal parts ([REDACTED]), with the first Credit taken out as follows:

1. **First Full Month's Rental Payment for the Pavilion Space (July 2012) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Full Month's Rent.**
2. **Second Full Month's Rental Payment for the Pavilion Space (August 2012) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Full Month's Rent.**

3. Third Full Month's Rental Payment for the Pavilion Space (September 2012) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Third Full Month's Rent.
 4. Fourth Full Month's Rental Payment for the Pavilion Space (October 2012) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Full Month's Rent.
 5. Fifth Full Month's Rental Payment for the Pavilion Space (November 2012) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Full Month's Rent.
 6. Sixth Full Month's Rental Payment for the Pavilion Space (December 2012) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Full Month's Rent.
 7. Seventh Full Month's Rental Payment for the Pavilion Space (January 2013) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Full Month's Rent.
 8. Eighth Full Month's Rental Payment for the Pavilion Space (February 2013) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Third Full Month's Rent.
 9. Ninth Full Month's Rental Payment for the Pavilion Space (March 2013) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Full Month's Rent.
 10. Tenth Full Month's Rental Payment for the Pavilion Space (April 2013) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Tenth Full Month's Rent.
 11. Eleventh Full Month's Rental Payment for the Pavilion Space (May 2013) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eleventh Full Month's Rent.
 12. Twelfth Full Month's Rental Payment for the Pavilion Space (June 2013) of \$22,250.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twelfth Full Month's Rent.
4. 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" including the Expanded Premises is calculated to be 1.03669381, as calculated: 686,085 BRSF / 661,801 ABOASF.

The base operating expense for the pavilion will be \$161,156.29 (\$9.05372426 x 17,800 brsf). The total 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").

[REDACTED] food service provider to operate the Cafeteria Area.

[REDACTED] ce and effect.
[REDACTED] as of the above date.

8.14.12

(Title)

UNITE

BY

Contracting Officer, GSA, NCR, PBS, WPD

(Official Title)