

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE JAN 7, 2011
	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.

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 as follows:

This Supplemental Lease Agreement (SLA) No. 1 is being issued to provide the Government with three [redacted] renewal options for the Total Leased Premises consisting of 243,000 BOMA rentable square feet (BRSF) yielding 206,390 ANSI/BOMA Office Area Square Feet (ABOA).

Paragraph 5 of the SF2 is deleted in its entirety and the following is substituted in lieu thereof:

(i) **First Renewal Option:** In the event the Government is leasing the Total Leased Premises, and not less than the Total Leased Premises, the Government shall have the right to one (1) renewal option for a [redacted] amount of [redacted] for the entire Total Leased Premises at an annual rent equal to (1) an annual rent amount of [redacted] of escalated base shell rent plus [redacted] of operating expense base)), payable at the rate of [redacted] per month in arrears, plus (2) accrued operating costs during the Initial Lease Term. The operating cost base and base year real estate taxes shall not be reestablished and shall remain the same as during the Initial Lease Term, subject to continued Operating Cost Adjustments and Tax Adjustments pursuant to the terms of the Lease. The Government shall exercise such renewal option, if at all, by providing the Lessor with written notice of the Government's intent to exercise such option at least fifteen (15) months before the end of the Initial Lease Term; all other terms and conditions of this Lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

(ii) **Second Renewal Option:** In the event the Government is leasing the Total Leased Premises, and not less than the Total Leased Premises and has not been and is not in holdover during the First Renewal Option Term, the Government shall have the right to one (1) additional renewal option for a [redacted] amount of [redacted], for the entire Total Leased Premises at an annual rent equal to (1) an annual rent amount of [redacted], plus (2) accrued operating costs during the Initial Lease Term plus the First Renewal Option Term. The operating cost base and base year real estate taxes shall not be reestablished and shall remain the same as during the Initial Lease Term and the First Renewal Option Term, subject to continued Operating Cost Adjustments and Tax Adjustments pursuant to the terms of the Lease. The Government shall exercise such renewal option, if at all, by providing the Lessor with written notice of the Government's intent to exercise such option at least fifteen (15) months before the end of the First Renewal Option Term; all other terms and conditions of this Lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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(iii) **Third Renewal Option** In the event the Government is leasing the Total Leased Premises, and not less than the Total Leased Premises and has not been and is not in holdover during the First Renewal Option Term or the Second Renewal Option Term, the Government shall have the right to one (1) additional renewal option for a [REDACTED], for the entire Total Leased Premises at an annual rent equal to (1) an annual rent amount of [REDACTED] plus (2) accrued operating costs during the Initial Lease Term plus the First Renewal Option Term plus the Second Renewal Option Term. The operating cost base and base year real estate taxes shall not be reestablished and shall remain the same as during the Initial Lease Term, First Renewal Option Term and Second Renewal Option Term, subject to continued Operating Cost Adjustments and Tax Adjustments pursuant to the terms of the Lease. The Government shall exercise such renewal option, if at all, by providing the Lessor with written notice of the Government's intent to exercise such option at least fifteen (15) months before the end of the Second Renewal Option Term; all other terms and conditions of this Lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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

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: [REDACTED]

By: [REDACTED]

Todd J. McLaughlin, CFO

IN THE PRESENCE OF (witnessed by):

[REDACTED]

[REDACTED]

(Address)

[REDACTED]

Contracting Officer, GSA

(Official Title)