GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE No. 4 SUPPLEMENTAL LEASE AGREEMENT 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:

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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.

RECITALS

- A. GS-11B-02269 (the "Succeeding Lease") is the succeeding lease to GS-11B-00201 (the "Original Lease").
- B. On October 22, 2010, the Lessor billed the Government \$81,355.15 as the final Tax Adjustment due under the Original Lease. Such amount due remains outstanding.
- C. In May 2011, the Lessor received an additional monthly rental payment under the Original Lease in the amount of \$421,046.30. The Lessor promptly notified the Government of the overpayment.
- D. Based upon items A, B and C, above, there is a net amount of \$339,691.15 (\$421,046.30 minus \$81,355.15) due from the Lessor to the Government under the Original Lease (the "Original Lease Credit").

AGREEMENT

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

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

- 1. As of April 1, 2012 (the "Adjustment Date"), the Original Lease Credit of \$339,691.15 that the Lessor owes to the Government shall be applied to the Succeeding Lease Obligation (as defined in SLA No. 3) of \$912,892.88 that the Government owes to the Lessor, resulting in a net sum of \$573,201.73 (the "Satisfaction Amount") that the Government owes to the Lessor.
- 2. On or before August 1, 2012, the Government shall pay the Satisfaction Amount of \$573,201.73 to the Lessor as a lump sum in full satisfaction of the Original Lease Credit and the Succeeding Lease Obligation (to the extent that the same has accrued as of the Adjustment Date). Nothing in this Supplemental Lease Agreement ("SLA") shall be deemed in any way to constitute a release or waiver of rights by the Lessor with respect to (a) any discrepancy in rent owed by the Government under the Succeeding Lease and rent actually paid by the Government after the Government's monthly installment of annual base rent due on August 1, 2012 or (b) any interest that may result in the event that the Government does not pay the Lessor the Satisfaction Amount on or before August 1, 2012, it being expressly understood that the Government shall be liable to the Lessor for any amounts described in (a) or (b), above.
- Except as expressly modified in this SLA, all other terms and conditions of the Succeeding Lease shall remain in full force and effect. In the event of any conflict between any term or condition of this SLA and any term or condition contained elsewhere in the Succeeding Lease, such term or condition as contained in this SLA shall govern.

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SLA No. 4 Page 2 GS-11B-02269 1800 N. Kent Street Arlington, VA 22209 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 Mana Ву: By: Managing Director (Address) UNITED STATES OF AMERICA: Ву: Contracting Officer GSA, NCR (Official Title) Mark Stadsklev