

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT No.

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DATE **OCT 30 2001**

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TO LEASE NO.

GS-11B-40155

ADDRESS OF PREMISES **445 - 12th Street, SW
Washington, DC 20026**

THIS AGREEMENT, made and entered into this date by and between PARCEL 49C LIMITED PARTNERSHIP

whose address is c/o Republic Properties Corporation
1250 Maryland Avenue, SW, Suite 280
Washington, DC 20024

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 effective upon execution by the Government as follows:

1. The purpose of this SLA is to settle all matters related to rent pursuant to the Claim submitted to the General Services Administration Board of Contract Appeals, GSBICA Case Number 15576. For settlement purposes only, the Government agrees to pay the Lessor a lump sum payment in the amount of \$20,000.00, in addition to the other adjustments described in Paragraphs 3 through 6 of this Supplemental Lease Agreement. This Supplemental Lease Agreement is made to settle all claims related to parking garage rent escalations, operating cost escalations, the effective date of escalations, credit for vacant premises and to bring the rent current through September 30, 2001.
2. The parties hereby agree that October 17, the Lease Commencement Date, is hereby deemed the effective date for all past and future parking garage rent and operating cost escalations. For the purpose of calculating operating cost escalations, the Consumer Pricing Index ("CPI") of the base year, May 1993 will be compared with the CPI for September of the given year to determine the percentage change in the CPI.

(Continued on additional sheet)

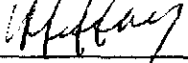
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: PARCEL 49C LIMITED PARTNERSHIP

BY 
(Signature)


By: Portals Development Associates
Limited Partnership, General Partner
By: Steven Grigg, its General Partner
(Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)

1280 Maryland Avenue, S.W.
Washington, D.C. 20024
(Address)

UNITED STATES OF AMERICA

BY 
Robert W. Reed

Contracting Officer, DC Services Division
(Official Title)

3. A reconciliation of the rental payments due the Lessor has been performed and it has been determined that the Government has been overpaying the Lessor \$24,401.01 from April through September 2001, which totals \$146,406.06. However, the Government paid a lump sum payment of \$515,816.30 per SLA No. 14 – it has been determined that this amount should have been \$635,096.37, which equates to an underpayment of \$119,280.07. The result of the reconciliation is that the Government is entitled to a credit in the amount of \$27,125.99.
4. The Government incorrectly stated the March 2001 rental payment to be \$2,300,018.37 in a previous reconciliation, instead of the actual amount paid to the Lessor of \$2,305,226.70. The result is a credit due the Government in the amount of \$5,208.33.
5. The Lessor was entitled to Contracts Dispute Act (CDA) Interest in the amount \$7,633.26 in accordance with SLA No. 14, as well as Prompt Payment Act Interest in the amount of \$1,140.94, for a total of \$8,774.20 in interest—from this amount the Government deducted the \$5,208.33 that was understated in March 2001, and described in Paragraph 4 above, resulting in a payment that was paid to the Lessor in the amount of \$3,565.87.
6. The overall effects of the Lump sum payment to the Lessor described in Paragraph 1 above, and the rent reconciliations described in Paragraphs 3 through 6 above, is that the Government is due a credit in the amount of \$1,917.66, which will be deducted from the Lessor's rental payment for the month of October 2001.
7. As a result of this reconciliation and settlement, the annual rent due to the Lessor as of September 2001 is established at \$28,149,282.48, payable at the monthly rate of \$2,345,773.54 in arrears. Rent for a lesser period shall be prorated. See the "PAYMENT RECONCILIATION" attached hereto and made a part hereof for a detailed description of the calculations. This annual rental amount does not reflect the annual CPI escalation or the parking garage rent escalation for 2001, both which are to be effective on October 17, 2001. The Government agrees to promptly calculate and process such additional Supplemental Lease Agreements as may be necessary to implement the additional amounts due to Lessor on account of these escalations.
8. Upon execution of this Supplemental Lease Agreement, Parcel 49C Limited Partnership and the General Services Administration, acting on their own behalf and for their principals, officers, agents, representatives, assignees, and successors in interest, as appropriate, hereby release one another from any and all claims and causes of action brought by the parties before the General Services Administration Board of Contract Appeals in the case styled as Parcel 49C Limited Partnership v. General Services Administration, GSBCA No. 15576.
9. Within three business days the of execution of this Supplemental Lease Agreement by both parties' authorized representatives, the parties will execute and file with the GSBCA a joint motion to dismiss GSBCA No. 15576 with prejudice, including providing to the Board a copy of this Supplemental Lease Agreement as executed by the parties. This Supplemental Lease Agreement and the joint motion of the parties contemplated herein are limited to GSBCA No. 15576 and have no application to any other case now pending before the Board between the parties.
10. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.

All other terms and conditions of the Lease that are not specifically amended by this SLA shall remain in full force and effect.

Exec	Govt.
