

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
NO. 4

DATE  
10/23/13

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.  
GSB-11B-02310

ADDRESS OF PREMISES 5601 Fishers Lane  
Rockville, MD 20850

THIS AGREEMENT made and entered into this date by and between Parklawn North Lot LLC

whose address is 4445 Willard Avenue, Suite 400  
Chevy Chase, MD 20815

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 Government, as 100% tenant of this Lease, has elected to modify the base building by eliminating a portion of slab to create a double height conference room, adding an additional egress stair to meet the tenant's occupancy requirements, and installing a kitchen freight elevator between the Garden and Lobby Levels. Areas impacted by these base building modifications are represented in Attachment #1 to SLA #4. These modifications will result in an overall decrease in the rentable square footage of the building.

2. The Government and Lessor agree that, for the purposes of this Lease and any renewals thereto, any square footage impacted by these modifications will continue to be classified as rentable and usable space as if the slabs were intact.

3. The Government and Lessor agrees that the Government will make a lump sum payment of \$300,000 at substantial completion of the leased premises for the cost to restore the areas impacted by the double height conference room and kitchen freight elevator to a marketable condition as described in Paragraph #1 and as indicated on Attachment #1 to SLA #4. This may include but not be limited to: demolition of structural beams on Level #2 necessary for the double height conference room, restoration of slab on Level #2 in the area of the double height conference room, demolition of kitchen freight elevator, restoration of slab at the location of the kitchen freight elevator, and any other related modifications, all as shown on Attachment #1 to SLA #4. Lessor will not receive payment for the cost to restore the area impacted by the additional egress stair on the Lobby Level - Level 9. The \$300,000 lump sum payment constitutes a full and final settlement for restoration cost as described in #3.

This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the SLA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

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

LESSOR

Rodney A. Lawrence  
Authorized Signatory

BY

(Title)

IN PRESENCE OF

4445 Willard Ave, Ste 400  
Chevy Chase, MD 20815

(Address)

CONTRACTING OFFICER - NCR

(Official Title)