

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 2

TO LEASE NO.

GS-11B- 01652

ADDRESS OF PREMISES

5611 Columbia Pike
Falls Church, Virginia 22041

THIS AGREEMENT, made and entered into this date by and between 5611 Columbia Pike L.L.C.

whose address is Attention : Timothy D. Jaroch
195 Worcester Street, Suite 301
Wellesley Hills, Massachusetts 02481

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 is issued to: (1) Reflect a change in the janitorial and general maintenance services in accordance with paragraph 7.6.E of the SFO No. 03-013 provided under the lease; (2) Payment for cleaning services; (3) Establish a cleaning credit and (4) Clarify the special equipment in the lease.

1. The Government will now be responsible for custodial and janitorial services. Custodial and janitorial services will include trash removal to the Lessor's designated area and cleaning of inside windows within their area of occupancy. Schedule of cleaning by the Government would be that as detailed in Paragraph 7.6.D.1 through 10, of the lease and consists of floors 4 through 7, in there entirety, to include all rest rooms and corridors. Cleaning of the basement and 1st floor space is limited to those areas under this lease.

The Lessor will continue to be responsible for all other contractual obligations covered under the lease including, but not limited to, cleaning exterior windows, dumpster trash removal, pest control, exterior grounds maintenance, and snow removal.

2. The Government will add the monies owed to the Government for cleaning services during the period of December 16, 2003 - January 15, 2005 (13 months) in the amount of \$97,090.09 (144,551 brsf X .62 (per sq.ft. cleaning expense) = \$89,621.62 (\$89,621.62 ÷ 12 months = \$7,468.47 per month) \$89,621.62 + 7,468.47 = ~~97,090.09~~ to the cleaning services rent credit .

3. Total amount for the cleaning credit for the remaining 8 years and 9 months (107 months) of the lease is \$896,216.38 (\$7,468.47 per month X 107 months) + \$97,090.09 (monies the Lessor owes for cleaning service) = \$896,216.38. The rent credit will be in the annual amount of \$102,424.73 (\$896,916.38 ÷ 8.75 years) for the remaining 8.75 years of the lease.

4. Clarify that the [REDACTED] (class A commercial monitoring station) and any other site security equipment are 'special equipment' in accordance with paragraph 7.10.A. of the SFO No. 03-013 provided under the lease.

The annual rent will be reduced from \$3,197,021.04 to ~~\$3,094,596.31~~ (\$3,197,021.04 - \$102,424.73 cleaning credit annual amount) at the rate of \$257,883.03 per month in arrears.

22,744.54 3,117,340.85

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

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

Lessor: 5611 C

BY

IN THE PRESENCE OF

TIMOTHY D. JAROCH, MANAGER
(Typed Name & Title)

[REDACTED]
(Address)

UNITED STATES OF AMERICA:

BY

TC Hairston

Contracting Officer, GSA, NCR, PBS, WPD
(Official Title)