

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 4 (Page 1 of 2)

JAN 20 2011

TO LEASE NO: GS-11B-01994

ADDRESS OF PREMISES: Lincoln Place
600-700 Army Navy Drive
Arlington, VA 22202

THIS AGREEMENT made and entered into this date by and between: CSHV Lincoln Place, LLC

Whose address is: c/o F.A.P. Fund I, LLC
Spaulding & Slye Holdings, LLC
1801 K Street NW, Suite 1000, Washington, DC 20006-1303

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

The parties hereto have claims each against the other as follows:

The Lessor has a \$2,994,000 claim against the Government arising from overtime HVAC use between October 1, 2008 and September 30, 2009; and

The Government has a \$3,008,285 claim against the Lessor arising from operating expenses incurred by the Government between October 1, 2008 and September 30, 2009 when it managed the leased premises, which operating expenses are the obligation of the Lessor under the Lease; and

On November 12, 2009, the Lessor filed a certified claim seeking reimbursement of overtime HVAC charges in the amount of Two Million Nine Hundred Ninety-four Thousand Dollars (\$2,994,000) (the "Claim"), and the parties wish to resolve all matters relating to the Claim and the operating costs incurred by the Government when managing the Leased Premises from October 1, 2008, through September 30, 2009.

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

LESSOR: CSHV Lincoln Place, LLC

MARSHALL H. DURSTON

Authorized Manager

BY
IN

1801 K Street, NW Suite 1000
Washington, DC 20006
(Address)

UNITED STATES OF AMERICA:

BY

Lease Contracting Officer
(Official Title)

GSA DC

GSA FORM 276 JUL 67/FEB 92

1. Upon execution of this SLA by both parties, the Lessor releases the Government, its agents, servants, employees, officials, successors, and assigns from those vendor, contractor and subcontractor claims, claims for costs and interest under the Contacts Disputes Act of 1978, 41 U.S.C. §§ 601 *et seq.* and/or the Prompt Payment Act, as well as claims for attorney's fees, which release(s) shall be full and complete as to all claims comprising the Claim. This SLA serves as a bar to any and all causes of action, claims, liens, rights, or subrogated interests, known or unknown to the Lessor, which it has or may have against the Government, related to the disputes described in the Claim, including, without limitation, claims for attorney's fees, costs and expenses.
2. Upon execution of this SLA by both parties, the Lessor releases the Government, its agents, servants, employees, officials, successors, and assigns from those vendor, contractor and subcontractor claims, claims for costs and interest under the Contacts Disputes Act of 1978, 41 U.S.C. §§ 601 *et seq.* and/or the Prompt Payment Act, as well as claims for attorney's fees, which release(s) shall be full and complete as to the operating expenses incurred by the Government in the management of the Leased Premises from October 1, 2008, through September 30, 2009. Further, the Government releases the Lessor, its agents, servants, employees, officials, successors, and assigns from those vendor, contractor and subcontractor claims, claims for costs and interest under the Contacts Disputes Act of 1978, 41 U.S.C. §§ 601 *et seq.* and/or the Prompt Payment Act, as well as any claim for attorney's fees, costs and expenses related to the operating expenses incurred by the Government in the management of the Leased Premises from October 1, 2008, through September 30, 2009.
3. The parties hereto acknowledge and agree that, after the settlement of the relative claims described in Paragraphs 1 and 2 above, there will exist a credit balance of Fourteen Thousand Two Hundred Eighty-five Dollars (\$14,285) in favor of the Government, which balance shall be applied upon the Government's written request to future overtime HVAC charges due from the Government to the Lessor.
4. The parties acknowledge that the release language in this SLA is limited to the dispute described in the Claim and in regard to the operating expenses described in this SLA and is not intended to be a broad release of either party's rights and responsibilities under the existing Lease or any other agreement.
5. As among the parties, and as among any other person, firm, corporation, or other entity, nothing contained in this SLA shall be construed as an admission of liability or fact or default or as an admission against interest by any party hereto.
6. The parties expressly represent and warrant that they have entered into this SLA voluntarily, with proper authority, without any reservation, and with representation, or adequate opportunity for representation, by counsel. The only consideration for this SLA is expressly set forth within this SLA, and no further inducements or representations, written or oral, have been exchanged in connection herewith.
7. All other terms and conditions of the Lease remain in full force and effect.

Lessor _____ Government _____

 