GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4	DATE 6/21/2011
	TO LEASE NO. GS-11B-02171	

ADDRESS OF PREMISES 1451 Rockville Pike
Rockville, MD 20852-1486

THIS AGREEMENT, made and entered into this date by and between CARR PROPERTIES WOODMONT PLACE, LLC
whose address is: 1776 Eye Street, NW
Suite 500
Washington, DC 20006-3700

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to state remaining Tenant Improvement Allowance:.

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. **Tenant Improvement Allowance:** The parties acknowledge and agree that the Government has not obligated the entire Tenant Improvement Allowance of $1,683,831.20, as amended, for the initial tenant improvements provided by the Lessor, and that the remaining balance of $214,571.32 remains available until July 1, 2012, at which time any reamining funds will be recaptured and applied to rent in accordance with the lease.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due hereunder will not accrue interest until that time.

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

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

Lessor: CARR PROPERTIES WOODMONT PLACE, LLC
By: 1451 Rockville Pike, LLC, its Sole Member and Manager
By: Carr Properties RE II LLC, its Sole Member and Manager
By: Carr Properties NC II LLC, its Sole Member

BY _____ (Signature) _____ SVP (Title)

IN THE PRESENCE OF (witnessed by):

_____ (Signature) _____ (Address)

UNITED STATES OF AMERICA:

BY _____ (Signature)
James Phelan

Contracting Officer, GSA, NCR
(Official Title)

GSA DC 68-1176

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