

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 4
TO LEASE NO: LMD02247

DATE

5/28/13

ADDRESS OF PREMISES
1220 Caraway Court
Largo, Maryland 20774

THIS AGREEMENT, made and entered into this date by and between New Boston Inglewood I, LLC, c/o Transwestern Carey Winston, LLC, whose address is: 8820 Columbia 100 Parkway, Suite 301
Columbia, Maryland 21045-2172

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 date of execution by the Government, as follows:

- 1.) As of November 26, 2012, 20,035 BOMA rentable square feet (BRSF) yielding 19,492 ANSI/BOMA Office Area Square Feet (BOASF) of the entire leased premises of 40,682 BRSF yielding 39,579 of BOASF leased by the Government has been unoccupiable and vacant (Vacant Space). Per Paragraph 6.C. of the SF2, the adjustment for vacant premise shall be \$1.25 per ABOA (BOASF) per annum in accordance with Paragraph 4.4 of the SFO No. OMD2041.
- 2.) The adjustment for vacant premises shall be \$24,365.00 per year (\$1.25 x 19,492 (BOASF)).
- 3.) The new total annual rent is \$ 677,355.30 (\$16.65 BRSF / \$17.11 BOASF) at the rate of \$56,446.28 per month payable in arrears. Such new rent to take effect as of November 26, 2012.
- 4.) The adjustment for vacant premises for the vacant space (20,035 BRSF / 19,492 BOASF) shall continue until the Government occupies the space, in part or in whole or upon the commencement date of any sublease or assignment of the unoccupied space (or any portions thereof) by GSA to a third party. The action will be established by another SLA.

By establishing the adjustment for vacant premises as set forth above, the Government waives its rights to any adjustment for the vacant space prior to November 26, 2012 and for the remaining space (20,647 BRSF / 20,087 BOASF) prior to December 3, 2012. In consideration thereof, the parties agree to release each other from any and all delay claims arising from, or by virtue of this Lease or any modifications or change thereof as of the date of this Supplemental Lease Agreement (SLA). This mutual Release does not exempt the Government from its obligations to pay for the items list on Attachment A to this SLA which includes work requested by the Government.

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.

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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: New Boston Inglewood I, LLC

By: Transwestern Carey Winston, LLC/ dba Transwestern, Receiver pursuant to court order dated 1/4/2011

BY


Christopher Sanger (Signature)

Executive Vice-President and General Counsel
(Title)

IN THE PRESENCE OF (witnessed by :)


(Signature)

(Address)

UNITED STATES OF AMERICA

BY


James J. Phelan

Contracting Officer, GSA, NCR, PBS