

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

No. 18

2/8/2008

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO. GS-11B-00253

ADDRESS OF PREMISES 3201 Pennsy Drive  
Landover, Maryland 20784

THIS AGREEMENT, made and entered into this date by and between: **LANDOVER PENNSY, LLC**

whose address is **c/o MGP Real Estate, LLC  
6901 Rockledge Drive, Suite #230  
Bethesda, Maryland 20817**

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 shall be amended as follows:

The purpose of this SLA is to reconfirm and clarify SLA Nos. 4 and 12 to the Lease.

SLA No. 4 increased the rent payable under the Lease in accordance with Paragraph 6 of the Lease to include the base year real estate taxes, which real estate tax amount included a solid waste charge that has not previously been included in the annual rent and was not reflected in the Lessor's annual cost statement. SLA No. 4 also established an agreed real estate tax base in the same amount.

Subsequently the Government determined and the Lessor agreed that the Government should not be responsible for adjustments in the portion of real estate taxes for the building attributable to the solid waste charge. The Government, however, agreed it was still appropriate to include the amount for solid waste charges that had been added by SLA No. 4 in the annual rent as it had not previously been included in the annual rent.

Accordingly, the parties executed SLA No. 12 to reduce base real estate taxes by the amount of the solid waste charge originally included in such tax solely for purposes of calculating the annual real estate tax escalation, but purposefully did not reduce the annual rent by such amount. This SLA specifically confirms that the parties agreed that no reduction in the annual rent was intended by SLA No. 12, none being required.

This SLA is also issued to confirm that the tax parcels applicable to this Lease for real estate tax adjustment purposes are hereby modified and amended to be parcel O-8 (3201 Pennsy Drive, Plat No. 188003, Map 051, Grid E4, tax bill in two parts, Tax Accounts [redacted] and [redacted]) and parcel F-1 (3301 Pennsy Drive, Land Unit 2, Plat No. 215038, Map 051, Grid E4, Tax Account [redacted]).

The Lease as modified and clarified hereby, remains in full force and effect.

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

LESSOR: **LANDOVER PENNSY, LLC**

*Charles A. Sulcetti, Authorized Person  
c/o MGP Real Estate, LLC  
6901 Rockledge Drive, Suite 230  
Bethesda, MD 20817*  
Address

IN PRESENCE OF

*Timothy A. Harban  
(Same as above)*  
Address

**CONTRACTING OFFICER**  
(Official Title)