

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
No. 2

DATE 8-18-2011

TO LEASE NO: GS-11B-02213

ADDRESS OF PREMISES  
7700 Arlington Boulevard  
Falls Church, VA 22042-2900

THIS AGREEMENT, made and entered into this date by and between GBA Associates Limited Partnership,  
Whose address is 7700 Arlington Boulevard  
Falls Church, VA 22042-2900

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:

This Supplemental Lease Agreement (SLA) is issued to incorporate the negotiated and agreed-to Payments in Advance of Substantial Completion attached hereto into the Lease.

- A. **Tenant Improvement Overage:** In accordance with Section 3.3 of the Solicitation For Offers attached to and made a part of the Lease, the Government has determined that it will spend more than the available tenant improvement allowance on the desired tenant improvements as identified in the 100% Construction Drawings upon which the competitive subcontractor bids have been received by James G. Davis Construction Corporation (the "Tenant Improvement Overage"). The Government has further determined that it is not willing to reduce the tenant improvements requirements or increase the rent to amortize the Tenant Improvement Overage over the firm term of the Lease. The parties desire for the Tenant Improvement Overage and any subsequent change orders to be paid to the Lessor by the Government as a lump sum via payments in advance of substantial completion during the construction period.
- B. **Payments in Advance of Substantial Completion Agreement:** The parties have negotiated and agreed-to a method of payment for the Tenant Improvement Overage, whereby the Government will pay the Lessor for the fixed price of the Tenant Improvement Overage via monthly payments. The attached Agreement for Payments in Advance of Substantial Completion is hereby incorporated into this Lease to set forth the terms agreed-to by the parties for monthly payments. Further, the parties agree that all monthly payments in advance of substantial completion will be subject to a ten percent (10%) retainage subject to the terms and conditions of FAR 52.232-5, with the exception of FAR 52.232-5(e), and shall be paid by the Government within thirty (30) days of receipt of an invoice in accordance with the Prompt Payment Act.
- C. **Lessor Concession:** The Lessor, in consideration of the Government's agreement to make monthly payments in advance of substantial completion, has agreed to forego all claims for Government delay against the Government arising before August 1, 2011.
- D. **Condition of Commencement of Payments:** The Government will not be required to make any payments in advance of substantial completion until receipt of the following:
  - 1. A Builder's Risk Policy, Performance Bond, and Payment Bond in the amount of the total indebtedness, with endorsements to each document adding the United States of America as an additional insured.
  - 2. A copy (or receipt thereof) of the recorded Agreement for Substantial payments in Advance of Substantial Completion, as

All c

IN W

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BY

Vice- President Partner  
(Title)

IN THE PRESENCE OF (witnessed by:)

signature)

7700 Arlington Blvd, 5E101  
Falls Church, VA 22042  
(Address)

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BY

, Contracting Officer, GSA, NCR, PBS

T.C. Hairston