

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 41

FEB 28 2012

TO LEASE NO.

GS-11B-LVA80671

ADDRESS OF PREMISES

Madison Building at 600 Dulany Street, Remsen Building at 400 Dulany Street, Jefferson Building at 500 Dulany Street, Randolph Building at 401 Dulany, and Knox Building at 501 Dulany Street.

THIS AGREEMENT, made and entered into this date by and between LCOR Alexandria, L.L.C.
whose address is c/o LCOR Incorporated

6550 Rock Spring Drive, Suite 280
Bethesda, MD 20817

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

WHEREAS, the parties hereto desire to amend Lease Number GS-11B-LVA80671, on the following conditions:

This supplemental lease agreement, regarding cyclical paint and carpet for the entire Carlyle Campus, Lease GS-11B-LVA80671, is issued to reflect the following changes in accordance with Article 6, titled "Operations and Maintenance Management".

Paragraph 6.12.2, titled "Finishes", Parts A and D are hereby deleted and replaced as follows:

(a) **Carpet Replacement.** All carpet shall be replaced, at the Lessor's expense, during Government occupancy on a cyclical basis as set forth below, or at any time during the Lease Term when the backing or underlayment is exposed, or there are noticeable variations in surface color or texture. Carpet tile will be utilized in lieu of broadloom for flooring finishes. The cost is equivalent to (1) one less painting cycle, as per the below schedule.

(d) **Painting.** All painted surfaces, including any partitioning installed after initial Government occupancy, shall be repainted, at the Lessor's expense. The associated cost difference is documented in "Part A", "Carpet Replacement". Changes in paint cycles are hereby depicted by the below schedule.

All other sections of Paragraph 6.12.2 remain in full force and effect.

The cyclical painting and carpet cycle is hereby amended as follows:

Original Schedule	
Commences	Description
2009	Private Paint
2012	Carpet
2014	Private Paint
2019	Private Paint
2020	Carpet

Amended Schedule	
Commences	Description
2012	Private Paint
2012	Carpet
2014	Private Paint-Cancelling
2020	Private Paint
2020	Carpet

The landlord shall have no more than three (3) years to perform the work set forth in the amended schedule. Two full cycles remain and are established in the years 2012 and 2020 respectively.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is hereby amended.

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: LCOR LLC
BY [Redacted] Alexandria
[Redacted]

R. William Hard, EVP
(Typed Name & Title)

IN THE PRESENCE OF (Witness(es))
[Redacted]
[Redacted]

(Address)

UNITED STATES OF AMERICA
BY [Redacted]

Contracting Officer, GSA, NCR,
(Official Title)