## GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 5

DATE 3/2//4

## SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-11B-02293

ADDRESS OF PREMISES

5600 Fishers Lane Rockville, MD 20850

THIS AGREEMENT made and entered into this date by and between Fishers Lane LLC

whose address is

4445 Willard Avenue, Suite 400 Chevy Chase, MD 20815

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties, for the considerations outlined in this Supplemental Lease Agreement (SLA) covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

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

Section 1.12.B of Exhibit A to Lease No. GS-11B-02293 states "The proposed modernization plan and its implementation shall be accomplished with a minimum of disruption and interference with the ongoing operations of the Government, to be approved by the Contracting Officer." This SLA provides further definition to the phrase "minimum of disruption".

In order to manage tenant concerns in the occupied portions of the building, Lessor and the Government want to define minimal disruption based on the outcome of an evaluation process for determining the "minimum of disruption threshold." Prior to commencing a potentially disruptive construction activity that could impact employees in the occupied side of the building, tests will be conducted to measure disturbance levels with representatives of GSA and the tenant. The results of these tests will determine which activities will be conducted during working hours or shifted to "off-hours." "Off-hours" is defined as prior to 8 AM or after 5 PM during the week, and anytime during the weekend. The parties agree to be consistent in the evaluation of potentially disruptive activities, basing decisions on the activities that were deemed acceptable or unacceptable during the first phase of the project and not placing more stringent standards than previously experienced.

The Landlord is entitled to one million, five hundred thousand dollars (\$1,500,000) in additional compensation for costs resulting from these directives, made under separate award. Additionally, costs incurred in completing the interior work will be paid from the Tenant Improvement Allowance or via lump sum payment.

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

ŀ	IN WITNESS WHEREOF, the parties subscribed their names as of the above date.
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l	BYAuthorized Signatury (Title)
	IN PRESENCE OF
	4445 Willard Ave, Ste. 400, Chery Chase, MD
	CONTRACTING OFFICER - NCR
	(Official Title)
	(Official Fille)