

DEPARTMENT OF THE ARMY
SUPPLEMENTAL AGREEMENT ACCEPTING PROPOSED RESTORATION

For use of this form, see ER 405-1-12; the proponent agency is CERE-P.

Lease No. _____

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, _____, by and between
_____ whose address is _____

for _____ heirs, executors, administrators, successors, and assigns hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government,

WITNESSETH THAT: _____

WHEREAS on _____ a lease was entered into between the Lessor and the Government covering
_____ for the period _____, _____, to
_____, _____, with option of renewal annually thereafter to _____, _____, which lease was
duly renewed by the Government to _____, _____, inclusive; WHEREAS said lease will _____
on the _____ day of _____, _____; WHEREAS the Lessor has given notice that restoration of the premises by the
Government in accordance with paragraph _____ of said lease will be required; and WHEREAS the Government is prepared to under take the
restoration of the premises in the following manner:

NOW, THEREFORE, In consideration of the foregoing, the parties hereto do mutually agree as follows:

1. that the Government will accomplish restoration of the premises in the manner aforesaid.
2. That performance of the restoration proposed by the Government will be accepted by the Lessor in full satisfaction of the obligation of the Government to restore the premises, and the Lessor hereby remises, releases, and forever discharges the Government, its officers and agents, or employees, of and from any and all manner of actions, liability, and claims (except any unpaid rent for the period ending _____, _____) against the Government, its officers, agents, and employees, which the Lessor now has or will ever have for the further restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises; and the Lessor and all persons hereafter claiming any right, title, or interest under the Lessor will execute and deliver such further releases, for the more effectual release of the Government by reason of said obligation to restore said premises, or by reason of any other matter, cause, or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises, as the Government at any time hereafter may request.
3. That the Lessor will upon completion of the restoration referred to above assume custody and the care of said premises, the Government thereafter being relieved from any further responsibility therefor.
4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

 (Lessor) (SEAL)

THE UNITED STATES OF AMERICA

By _____ (SEAL)
 (Contracting Officer Government)