

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT **42**
TO LEASE NO. GS-11B-01307

DATE
AUG 30 2012

ADDRESS OF PREMISES

601 New Jersey Avenue, NW
Washington, DC 20001

THIS AGREEMENT, made and entered into this date by and between 601 NJ Avenue, LLC

whose address is: 601 NJ Avenue, LLC
c/o Beacon Capital Partners
200 State Street, 5th Floor
Boston, MA 02109-2628

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 is amended, effective as of August 10, 2012 as follows:

1. This Supplemental Lease Agreement (SLA) is issued to reflect a 2-year extension beginning August 10, 2012 and ending August 9, 2014 (the "Extension Period").
2. The total space under lease is 217,308 ANSI/BOMA Rentable Square Feet (BRSF) of office space on the 1st through 8th floors in the building located at 601 New Jersey Avenue, NW, Washington, DC 20001.
3. The Government shall pay the Lessor the annual rent of \$14,016,366.00 (\$64.50 per BRSF) payable at the rate of \$1,168,030.50 per month in arrears. The annual rental includes a premium for the Government to maintain its current level of security for the entire Building through the Extension Period. For the purposes of operating cost adjustments, the next CPI adjustment shall be due on August 10, 2012. All future operating cost adjustments, real estate tax adjustments, and BID tax adjustments shall continue through the Extension Period.
4. No Tenant Improvement Allowance is being provided for use by the Government.
5. During the Extension Period, the Government shall, upon reasonable advanced notice, permit the Lessor to market and tour the building, the vacant space and the Government Premises. Such marketing may include general photographic images of the building and premises; provided, however that no sensitive Government information will appear in the same.
6. The Government shall accept and continue to occupy the premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the premises or the building (including, without limitation, with respect to café in the building which is subleased by the Government to a third party subtenant pursuant to Lease No. GS-06-11-0303) in the preparation for the Government's occupancy during the Extension Period. The acceptance of the Premises "as-existing" shall not relieve the Lessor from alterations, repairs, maintenance, replacements or other obligations currently set forth in the Lease which shall continue to be performed in accordance with the standards set forth in the Lease and result in the continued quality and function of the premises at or above their levels as of the date of this SLA.

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

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

LESSOR 601 NJ Avenue, LLC

BY

(Signature)

Jeffrey L. Kovach
Managing Director

(Title)

IN THE PRESENCE OF

(Signature)

1300 WILSON BLVD STE 910
ARLINGTON VA 22209

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

EAST\49440326.3

(Title)