

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICE

SUPPLEMENTAL LEASE
AGREEMENT

DATE

SUPPLEMENTAL LEASE AGREEMENT

2

SEP 13 2011

TO LEASE NO. GS-01B-04678 Neg.

ADDRESS OF PREMISES: 12-16 New England Executive Park
Burlington, MA

THIS AGREEMENT made and entered into this date by and between: EOP New England Executive Park LLC

Whose address is: c/o EOP Operating Limited Partnership
Two North Riverside Plaza, Suite 2200
Chicago, IL 60606-2601

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

WHEREAS, the parties hereto desire to amend the Lease.

NOW THEREFORE, these parties, for the consideration hereinafter mentioned, covenant and agree that the Lease is amended, effective upon as of June 1, 2011 (the "Effective Date"), as follows:

This SLA is issued to memorialize the settlement of the Lessor's pending certified claim dated March 7, 2011 under the Lease (the "Claim") against the Government related to the Government's delay in performance of certain obligations under the Lease through the Effective Date (the "Government Delay") on the following terms and conditions:

1. As part of the settlement of the Claim, the Government shall pay to the Lessor the amount of \$1,100,000 (the "Settlement Payment") on or before the earlier to occur of (i) the date that is sixty (60) days from the date on which this SLA No. 2 is fully executed and (ii) November 15, 2011. Upon the Lessor's receipt of the Settlement Payment, the parties agree that no further payments to the Lessor shall be due, nor shall any further credits by the Government be taken, with respect to the Claim. Notwithstanding the foregoing, if the Government has not delivered the Settlement Payment to the Lessor on or before November 15, 2011, then this SLA shall be void and of no further force or effect, no settlement shall exist regarding the Claim, and the Lessor may immediately pursue any and all rights and remedies related to the Claim.

2. Provided that the Lessor has received the Settlement Payment on or before November 15, 2011, then, in furtherance of the parties' intent to settle all outstanding known and unknown disputes related to the Government Delay in, the Lessor, as of the Effective Date, waives any and all claims against the Government with respect to the Government Delay to the extent that the Government Delay occurred, or was alleged to have occurred, on or before the Effective Date.

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

LESSOR [Redacted] Park LLC

Andrew Maher
Managing Director
Boston Leasing

(Title)

BY

IN THE PRESENCE OF (witnessed by)

(Signature)

(Address)

[Redacted]
Contracting Officer, GSA
(Official Title)

3. In furtherance of the parties' intent to settle all outstanding known and unknown disputes related to the Government's delay in performance of certain obligations under the Lease through the Effective Date, the Government hereby waives any and all claims against the Lessor, or any employee or agent of the Lessor, with respect to any delay in performance of obligations under the Lease to the extent that such delay occurred, or was alleged to have occurred, on or before the Effective Date.

4. Provided that the Lessor has received the Settlement Payment on or before November 15, 2011, neither the Lessor nor the Government may at any time or for any reason bring any claim against the other in any way related to waivers contained in Paragraphs 2 and 3 of this SLA or related to any delay under the Lease occurring before the Effective Date, including, but not limited to, claims based on mutual mistake of fact. This SLA is in full satisfaction of any such claims.

5. Except to the extent expressly modified by this SLA, all other terms and conditions of the Lease shall remain in full force and effect. To the extent that anything contained in this SLA conflicts with, or is in any manner inconsistent with, any term, provision, section, or covenant of the Lease, including, but not limited to, any Rider, the SFO, or the General Clauses, the terms and conditions of this SLA shall control.

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