

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE
May 27, 2011
~~2011~~

No. 1

TO LEASE NO.
GS-11B-02243

ADDRESS OF PREMISES

1400 Wilson Boulevard
Arlington, Virginia 22209

THIS AGREEMENT, made and entered into this date by and between GPI/Buchanan Wilson Boulevard LLC

Whose address is c/o Great Point Investors LLC, Two Center Plaza 410, Boston, MA 02108

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

WHEREAS, the parties hereto desire to amend U.S. Government Lease for Real Property No. GS-11B-02243 ("Lease");

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date first above written, as follows:

(1) The total amount of the Tenant Improvement Allowance described in Section 6.B of the Standard Form 2 contained in the Lease ("SF2") is \$2,165,920.00. The total amount of the Additional Allowance described in Section 6.1 of the SF2 is \$719,085.44. The sum of the Tenant Improvement Allowance and the Additional Allowance is thus \$2,885,005.44. This paragraph is not intended to alter any of the provisions of Section 6.B or 6.1 of the SF2.

(2) The following two sentences shall be added to the end of Section G of Rider No. 1: "Notwithstanding the Government's general obligation to notify any Lessor's Lender of any default by Lessor prior to initiating any remedy, the Government shall have no obligation to notify any Lessor's Lender prior to initiating a cure of any default by Lessor which costs less than \$10,000.00 to cure. Notwithstanding the notice and cure rights granted to Lessor and Lessor's Lender in this Section G and elsewhere in the Lease, the Government shall have the right to enter the premises at any time to cure any default by Lessor which constitutes an immediate threat to health or safety or an immediate threat to the Government's property."

(3) The following sentence shall be added to the end of Section 15 of Exhibit B to the SF2: "The foregoing sentence shall not relieve Lessor of its obligation to address, at Lessor's sole cost and expense, the aforementioned items 1-20 listed as "Findings and Recommendations" shown on SFO Attachment #4 Fire Protection & Life Safety Evaluation (11 pages dated March 23, 2010)."

Except as otherwise stated in this Supplemental Lease Agreement No. 1, 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: GPI/Buchanan Wilson Boulevard LLC

By: Northeast Wilson LLC, Managing Member

By: [Redacted]

Joseph Versaggi, Vice President

IN THE PRESENCE OF (witnessed by):

Two Center Plaza, Ste 410, Boston MA
(Address) 02108

UNIT

Administrator or General Services

BY

[Redacted]
Contracting Officer, GSA, NCR
(Official Title)