

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT # 1	DATE MAR 28 2011
	TO LEASE NO. GS-11B-02249	

ADDRESS OF PREMISES

1615 M Street, NW
Washington, DC 20036

THIS AGREEMENT ("SLA") is made and entered into this date by and between **17M Associates, c/o Boston Properties**, whose address is: 505 9th Street, NW, Suite 800, Washington, DC 20004, hereinafter the "Lessor", and the **UNITED STATES OF AMERICA**, hereinafter the "Government"; and

WHEREAS, the Government currently leases from Lessor a total of 46,429 BRSF of office and related storage space at the building known as Sumner Square located at 1615 M Street, NW, Washington, DC, 20036 (the "Premises"); and

WHEREAS, pursuant to that certain Memorandum of Agreement between the Government, the Lessor and the [REDACTED] of even date herewith (attached and incorporated as Attachment A), the [REDACTED] has authorized that Lessor apply certain overpayments that have been made since June 2010 pursuant to an immediately preceding lease toward the amounts due under this Lease;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as of ~~January~~ **MAR 28 2011**, 2011, as follows:



1. LUMP SUM CREDIT Attached hereto as Attachment A and made a part hereof is a reconciliation of certain payments made pursuant to the immediately preceding lease with respect to the Premises from June 2010, through and including November, 2010. Not later than sixty (60) days after the full execution and delivery of this SLA, the Lessor shall apply as a credit to the base rent due and owing under this Lease, a single lump sum payment in the amount of \$1,080,106.38.

2. FULL AND COMPLETE RESOLUTION: The Government and Lessor acknowledge and agree that the terms and conditions of this SLA are intended to be, and shall serve as, full, final and complete resolution with respect to the items set forth on Attachment A, and each hereby waives its rights to bring any claims or suits with respect to the specified subject matter of this SLA, or to offset any monies due to the other pursuant to the terms of the Lease. The Government acknowledges, admits and stipulates that the Government's execution of this SLA is deemed to be full resolution of any and all amounts relating to the items set forth on Attachment A. The Government further acknowledges that Lessor would not have entered into this SLA but for the Government's agreement to waive any claims, defenses, or set-offs of any kind which the Government may have to date with respect to the items set forth on Attachment A. There shall be no further, future or other adjustment or change in the annual rent or adjusted rent with respect to the information set forth on Attachment A and there is no continuing right of the Government to challenge in any way the amounts set forth on Attachment A, unless evidence arises indicating fraud or bad faith on the part of the Lessor in negotiating these terms.

3. RATIFICATION: All other terms and conditions of the Lease shall remain in full force and effect. The Government acknowledges that, if Lessor transfers ownership of the building in which the Premises are located to a third party, or finances the building with a lender, then such third party transferee and/or lender shall have the right to rely on the terms and provisions of, and agreements of the Government set forth in, this SLA.

TO THE EXTENT ANYTHING CONTAINED IN THIS SLA CONFLICTS WITH OR IS IN ANY MANNER INCONSISTENT WITH ANY TERM, PROVISION, SECTION OR COVENANT OF THE LEASE, THE TERMS AND CONDITIONS OF THIS SLA SHALL CONTROL. THIS SLA IS THE RESULT OF A COMPROMISE AND SHALL NEVER BE CONSTRUED AS AN ADMISSION BY EITHER PARTY OF ANY LIABILITY, WRONGDOING, OR RESPONSIBILITY ON ITS PART OR ON THE PART OF ITS PREDECESSORS, SUCCESSORS, ASSIGNS, AGENTS, PARENTS, SUBSIDIARIES, AFFILIATES, ATTORNEYS, OFFICERS, DIRECTORS, OR EMPLOYEES. INDEED, THE PARTIES EXPRESSLY DENY ANY SUCH LIABILITY, WRONGDOING OR RESPONSIBILITY. THE PARTIES AGREE THAT THIS SLA SHALL NOT BE CITED OR OTHERWISE REFERRED TO IN ANY LEGAL PROCEEDING (EXCEPT AS IS NECESSARY TO ENFORCE THIS SLA OR THE LEASE) AND SHALL NOT BE DEEMED TO BE (OR ARGUED BY THE GOVERNMENT TO BE) OF PRECEDENTIAL VALUE.

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

LESSOR: 17M Associates,

By:

BY *Jonathan L. Kaylor*
(Signature)

JONATHAN L. KAYLOR SENIOR VICE PRESIDENT
Print Name (Title)

IN THE PRESENCE OF (witnessed by)

[Signature]
(Signature)

C/O BOSTON PROPERTIES
505 9TH ST, NW, SUITE 810
WASHINGTON DC
20011
(Address)

UNITED STATES OF AMERICA

BY *[Signature]*
(Signature)

Kevin M. Terry
Contracting Officer
U.S. General Services Administration
(Official Title)