

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. <u>15 14(NF)</u> TO LEASE NO. <u>GS-11B-00111</u>	DATE <u>2/10/97</u>																																																									
ADDRESS OF PREMISES <u>2 Independence Square</u> <u>300 E Street, SW</u> <u>Washington, D.C. 20024</u>																																																											
THIS AGREEMENT, made and entered into this date by and between <u>Southwest Market Ltd Partnership</u> whose address is: <u>Southwest Market Ltd Partnership</u> <u>c/o Boston Properties</u> <u>500 E Street, SW</u> <u>Washington, D.C. 20024</u> 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 covenant and agree that the said lease is hereby amended as follows: This SLA is issued to settle all claims with respect to the computation of base year real estate taxes for real estate tax escalation purposes, which is hereby established as \$2,534,368.74, with calendar year 1993 designated as the base year. The base year figure was arrived at by adopting the amount appearing on GSA Form 1217 which was made a part of this lease. In addition, it is agreed that the 1994 and 1995 real estate tax escalations will be calculated as follows:																																																											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">COMPARISON YEAR (Revised)</td> <td style="width: 20%; text-align: center;">1994</td> <td style="width: 40%; text-align: right;">\$2,690,477.75</td> </tr> <tr> <td>BASE YEAR</td> <td style="text-align: center;">1993</td> <td style="text-align: right;">\$2,534,368.74</td> </tr> <tr> <td>INCREASE</td> <td></td> <td style="text-align: right;">\$156,109.01</td> </tr> <tr> <td>PERCENTAGE OF GOVERNMENT OCCUPANCY</td> <td></td> <td style="text-align: right;">98.50%</td> </tr> <tr> <td>1994 TOTAL AMOUNT DUE LESSOR</td> <td></td> <td style="text-align: right;">\$153,767.37</td> </tr> <tr><td colspan="3"> </td></tr> <tr> <td>COMPARISON YEAR</td> <td style="text-align: center;">1995</td> <td style="text-align: right;">\$3,114,301.88</td> </tr> <tr> <td>BASE YEAR</td> <td style="text-align: center;">1993</td> <td style="text-align: right;">\$2,534,368.74</td> </tr> <tr> <td>INCREASE</td> <td></td> <td style="text-align: right;">\$579,933.14</td> </tr> <tr> <td>PERCENTAGE OF GOVERNMENT OCCUPANCY</td> <td></td> <td style="text-align: right;">98.50%</td> </tr> <tr> <td>1995 TOTAL AMOUNT DUE LESSOR</td> <td></td> <td style="text-align: right;">\$571,234.14</td> </tr> <tr><td colspan="3"> </td></tr> <tr> <td>1995 TOTAL AMOUNT DUE LESSOR</td> <td></td> <td style="text-align: right;">\$571,234.14</td> </tr> <tr> <td>1994 TOTAL AMOUNT DUE LESSOR</td> <td></td> <td style="text-align: right;">\$153,767.37</td> </tr> <tr> <td>SUBTRACT AMOUNT PAID TO LESSOR (SLA 8)</td> <td></td> <td style="text-align: right;">\$189,765.84</td> </tr> <tr> <td>SUBTRACT AMOUNT PAID TO LESSOR (SLA 12 REV)</td> <td></td> <td style="text-align: right;">\$609,419.19</td> </tr> <tr> <td>ADD AMOUNT OF GOV'T CREDIT (SLA 12)</td> <td></td> <td style="text-align: right;">\$772,152.38</td> </tr> <tr><td colspan="3"> </td></tr> <tr> <td>NET AMOUNT DUE FOR 1994 AND 1995 TAX ADJUSTMENTS</td> <td></td> <td style="text-align: right;">\$697,968.86</td> </tr> </table>			COMPARISON YEAR (Revised)	1994	\$2,690,477.75	BASE YEAR	1993	\$2,534,368.74	INCREASE		\$156,109.01	PERCENTAGE OF GOVERNMENT OCCUPANCY		98.50%	1994 TOTAL AMOUNT DUE LESSOR		\$153,767.37				COMPARISON YEAR	1995	\$3,114,301.88	BASE YEAR	1993	\$2,534,368.74	INCREASE		\$579,933.14	PERCENTAGE OF GOVERNMENT OCCUPANCY		98.50%	1995 TOTAL AMOUNT DUE LESSOR		\$571,234.14				1995 TOTAL AMOUNT DUE LESSOR		\$571,234.14	1994 TOTAL AMOUNT DUE LESSOR		\$153,767.37	SUBTRACT AMOUNT PAID TO LESSOR (SLA 8)		\$189,765.84	SUBTRACT AMOUNT PAID TO LESSOR (SLA 12 REV)		\$609,419.19	ADD AMOUNT OF GOV'T CREDIT (SLA 12)		\$772,152.38				NET AMOUNT DUE FOR 1994 AND 1995 TAX ADJUSTMENTS		\$697,968.86
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The Lessor is entitled to a lump-sum payment in the amount of \$697,968.86 Rent payments are to be made to: <div style="text-align: right;"> <u>Southwest Market Ltd Partnership</u> <u>c/o Boston Properties</u> <u>550 E Street, SW</u> <u>Washington, D.C. 20024</u> </div>																																																											
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: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> BY <u>[Signature]</u> (Signature) </div> <div style="width: 50%; text-align: right;"> <u>Senior Vice President</u> (Title) </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%;"> IN THE PRESENCE OF <u>[Signature]</u> (Signature) </div> <div style="width: 50%; text-align: right;"> <u>Boston Properties, Inc.</u> <u>500 E Street, SW - Suite 200</u> <u>Washington, DC 20024</u> (Address) </div> </div>																																																											
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