

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 12 TO LEASE NO. GS-11B-00111	DATE
ADDRESS OF PREMISES 2 Independence Square 300 E Street, SW Washington, DC 20024		
THIS AGREEMENT, made and entered into this date by and between Southwest Market Ltd Partnership whose address is: Southwest Market Ltd Partnership c/o Boston Properties 500 E Street, SW Washington, DC 20024		
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:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement. A tax rate rollback appearing on the 1995 second half tax bill shows a credit to be applied toward the 1995 first half taxes. Accordingly, one half of the 1995 first half tax credit applies to CY 1994 and one-half applies to CY 1995.		
COMPARISON YEAR (Revised) BASE YEAR INCREASE PERCENTAGE OF GOVERNMENT OCCUPANCY TAX INCREASE DUE LESSOR LESS: AMOUNT PREVIOUSLY PAID PER SLA 8 1994 CREDIT DUE GOVERNMENT	1994 1993	\$2,690,477.75 \$3,198,017.50 (\$507,539.75) 98.500% (\$499,926.65) \$189,765.84 (\$689,692.49)
COMPARISON YEAR BASE YEAR INCREASE PERCENTAGE OF GOVERNMENT OCCUPANCY 1995 TAX INCREASE DUE LESSOR	1995 1993	\$3,114,301.88 \$3,198,017.50 (\$83,715.63) 98.500% (\$82,459.89)
1995 CREDIT DUE GOVERNMENT 1994 CREDIT DUE GOVERNMENT TOTAL CREDIT DUE GOVERNMENT		(\$82,459.89) (\$689,692.49) (\$772,152.38)
The Government is entitled to a one-time credit in the amount of payable in arrears. The credit shall be deducted from the rent check of:		(\$772,152.38)
Southwest Market Ltd Partnership c/o Boston Properties 500 E Street, SW Washington, DC 20024		
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: Southwest Market Ltd Partnership		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF _____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <u><i>M. J. Freeman</i></u> 7/19/96 (Signature)	Contracting Officer, GSA, NCR, PBS, CBD (Official Title)	

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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">COMPARISON YEAR (Revised)</td> <td style="width: 15%; 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;">\$2,888,667.66</td> </tr> <tr> <td>DECREASE</td> <td></td> <td style="text-align: right;">(\$198,189.91)</td> </tr> <tr> <td>PERCENTAGE OF GOVERNMENT OCCUPANCY</td> <td></td> <td style="text-align: right;">98.50%</td> </tr> <tr> <td>REVISED TOTAL CREDIT DUE THE GOVERNMENT</td> <td></td> <td style="text-align: right;">(\$195,217.06)</td> </tr> <tr> <td>LESS AMOUNT PREVIOUSLY PAID PER SLA 8</td> <td></td> <td style="text-align: right;">\$189,765.84</td> </tr> <tr> <td>1994 CREDIT DUE THE GOV'T</td> <td></td> <td style="text-align: right;">(\$384,982.90)</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;">\$2,888,667.66</td> </tr> <tr> <td>DECREASE</td> <td></td> <td style="text-align: right;">\$225,634.22</td> </tr> <tr> <td>PERCENTAGE OF GOVERNMENT OCCUPANCY</td> <td></td> <td style="text-align: right;">98.50%</td> </tr> <tr> <td>1995 AMOUNT DUE LESSOR</td> <td></td> <td style="text-align: right;">\$222,249.71</td> </tr> <tr><td colspan="3"> </td></tr> <tr> <td>1995 AMOUNT DUE LESSOR</td> <td></td> <td style="text-align: right;">\$222,249.71</td> </tr> <tr> <td>1994 CREDIT DUE GOVERNMENT</td> <td></td> <td style="text-align: right;">(\$384,982.90)</td> </tr> <tr> <td>TOTAL CREDIT TO THE GOV'T</td> <td></td> <td style="text-align: right;">(\$162,733.19)</td> </tr> <tr> <td>LESS PREVIOUS CREDIT TO THE GOV'T PER SLA 12</td> <td></td> <td style="text-align: right;">(\$772,152.38)</td> </tr> <tr> <td>AMOUNT DUE LESSOR</td> <td></td> <td style="text-align: right;">\$609,419.19</td> </tr> </table>			COMPARISON YEAR (Revised)	1994	\$2,690,477.75	BASE YEAR	1993	\$2,888,667.66	DECREASE		(\$198,189.91)	PERCENTAGE OF GOVERNMENT OCCUPANCY		98.50%	REVISED TOTAL CREDIT DUE THE GOVERNMENT		(\$195,217.06)	LESS AMOUNT PREVIOUSLY PAID PER SLA 8		\$189,765.84	1994 CREDIT DUE THE GOV'T		(\$384,982.90)				COMPARISON YEAR	1995	\$3,114,301.88	BASE YEAR	1993	\$2,888,667.66	DECREASE		\$225,634.22	PERCENTAGE OF GOVERNMENT OCCUPANCY		98.50%	1995 AMOUNT DUE LESSOR		\$222,249.71				1995 AMOUNT DUE LESSOR		\$222,249.71	1994 CREDIT DUE GOVERNMENT		(\$384,982.90)	TOTAL CREDIT TO THE GOV'T		(\$162,733.19)	LESS PREVIOUS CREDIT TO THE GOV'T PER SLA 12		(\$772,152.38)	AMOUNT DUE LESSOR		\$609,419.19
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The Lessor is entitled to a lump-sum payment in the amount of \$609,419.19 Rent payments are to be made to: <div style="text-align: right;"> Southwest Market Ltd Partnership c/o Boston Properties 550 E Street, SW Washington, D.C. 20024 </div>																																																											
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