

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT. No. 1	DATE September 13, 2011
	TO LEASE NO. GS-11B-02258	

ADDRESS OF PREMISES: **Virginia 95 Business Park 4 (SA-34)
7374 Boston Boulevard
Springfield, VA 22153-3133**

THIS AGREEMENT, made and entered into this date by and between: **Boston Properties Limited Partnership**
Whose address is: **c/o Boston Properties
505 9th Street, NW, Suite 800
Washington, DC 20004-2167**

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 mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:

This Supplemental Lease Agreement (SLA) is hereby issued to amend Lease No.GS-11B-02258, to include the terms and conditions agreed to by the parties for the installation of the fiber optic cabling as shown on the Plat attached here to as **Exhibit A** and as described in the Scope of Work attached hereto as **Exhibit B**, known as the "dark fiber connection", that will be installed by the [REDACTED] contractor, AT&T, and will serve as the basis for the network ring throughout the Government's Demised Premises, which terms and conditions are as follows:

- The dark fiber connection and installation thereof will be at the Government's sole cost and expense.
- Any damage to the Property or the Building caused by the installation of the dark fiber connection will be repaired, either by the Government or the Lessor, at the Lessor's sole discretion, at the Government's sole cost and expense. The Government will, in the Contracting officer's reasonable discretion, accommodate concerns the Lessor may have with respect to the repair work.
- Any and all failure, repairs to or maintenance of the dark fiber connection will be at the Government's sole cost and expense.
- Operation of the dark fiber connection will be solely the Government's responsibility and at the Government's cost and expense.
- The Government shall remove, prior to the expiration or earlier termination of the Lease, at the Government's sole cost and expense, the dark fiber connection and any and all cabling, equipment or other modifications to the Property or the Building related to the dark fiber connection.
- The Government shall restore the Property and the Building to their condition prior to the installation of the dark fiber connection, including, without limitation, restoring all building penetrations.
- As between GSA and [REDACTED] GSA has a commitment with [REDACTED] that all cost and expense associated with the dark fiber project will be borne by [REDACTED]. Notwithstanding the foregoing, as between the Lessor and GSA, GSA shall be responsible for all cost and expense, and the Lessor and [REDACTED] have no privity with each other.

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's Limited Partnership

BY _____

IN THE presence of (witness):

(Signature)

PETER D. JOHNSTON
SENIOR VICE PRESIDENT

(Name & Title)

505 9th Street NW-Suite 800
(Address) WASH. DC 20004

UNLESS OTHERWISE SPECIFIED

BY _____

Contracting Officer, GSA, NCR, WPJ

(Official Title)