

GENERAL SERVICES ADMINISTRATION-
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

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No. 1

DATE

2/20/2013

TO LEASE NO.

GS-11B-02343

ADDRESS OF PREMISES: 1735 N. Lynn Street, Arlington, VA 22209-2013

THIS AGREEMENT, made and entered into this date by and between: INTERNATIONAL PLACE PROPERTY LLC

whose address is: c/o Beacon Capital Partners
200 State Street, 5th Floor
Boston, MA 02109-2605

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, effective upon execution by the Government, as follows:

This Supplemental Lease Agreement (SLA) #1 is issued to establish the Lease Commencement Date of December 20, 2012 and the Government's acceptance of 40,054 BOMA rentable square feet (BRSF)/ 36,839 ANSI/BOMA office area square feet (ABOASF) of space, located on the entire third (3rd) and fourth (4th) floors in the building known as International Place, which is located at 1735 N. Lynn Street, Arlington, VA 22209-2013. The term of the lease is three (3) years and thus the Lease Expiration Date is December 19, 2015.

Annual Rent: The annual rent for the space accepted above shall be \$1,600,286.16 (\$39.95/BRSF equivalent to \$43.44/ABOASF) at the rate of \$133,357.18 per month, in arrears. The annual rent includes an operating cost base of \$324,267.00 (\$8.80/ABOASF), base real estate taxes, and \$245,593.33 to amortize a tenant improvement allowance of \$736,780.00 (\$20.00/ABOASF) at zero percent (0%) annual interest. The tenant improvement allowance of \$736,780.00 has been fully utilized and there is a remaining balance of \$0.00. Additional costs for the improvements to the leased space above the tenant allowance will be memorialized in a separate SLA and will be paid lump sum by the Government.

In consideration for the establishment of the Lease Commencement Date of December 20, 2012, the Lessor hereby waives any claim for the Government delay in connection with the design and construction of the tenant improvements.

All other terms and conditions of the lease shall remain in full force and effect.

This document will not constitute a payment until the date of execution by the Government. As a result, no payments whatsoever are due under this agreement until ninety (90) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

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

Jeffrey L. Kovach
Managing Director

[Redacted Signature]
[Redacted Title]
[Redacted Name], Contracting Officer, GSA, NCR
Service Delivery Team