

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 7

DATE

~~Click here to enter text.~~

MAR 17 2011

TO LEASE NO.
GS-11B-02012

ADDRESS OF PREMISES:

Two Constitution Square
145 N Street, NE
Washington, DC 20002-3371

THIS AGREEMENT, made and entered into this date by and between: TWO CON, LLC

Whose address is: c/o The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202-4703

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:

1. This Supplemental Lease Agreement (SLA) is issued to reflect the composite acceptance and rent commencement date as June 23, 2010 for 521,000 BOMA Rentable Square Feet (BRSF), yielding 466,470 ANSI/BOMA Office Area Square Feet (BOASF), and the entire parking garage consisting of 365 structured parking spaces located at the above-mentioned location for a term of 15 years beginning on June 23, 2010 and ending on June 22, 2025.
2. The Projected Composite Rent Start Date is hereby revised to reflect the Actual Composite Rent Start Date of June 23, 2010 and Attachment B of SLA No. 3 is hereby deleted in its entirety and Attachment B of this SLA is hereby inserted in lieu thereof.
3. Rent payable from June 23, 2010 through and including September 30, 2011 shall be paid in accordance with Attachment C dated November 18, 2010 and attached hereto. Commencing on October 1, 2011, the Government shall pay the Lessor an annual rent of \$25,971,600.00 (\$25,008,000.00 for office space and \$963,600.00 for parking), payable at a rate of \$2,164,300.00 per month in arrears. Rent checks shall be made payable to: Two Con, LLC, 720 E Wisconsin Ave, Suite N16, Milwaukee, Wisconsin, 53202-4703, or in accordance with the provisions on electronic payment of funds.
4. Attachment C of SLA No. 3 is hereby deleted in its entirety and Attachment C of this SLA is hereby inserted in lieu thereof to reflect the rental payments due considering the Annual Rent, the Supplemental Rent, the Rent Abatement and the Parking Garage Rent according to the Actual Composite Rent Start Date of June 23, 2010 as further described below.

(CONTINUED ON PAGE 2)

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.

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

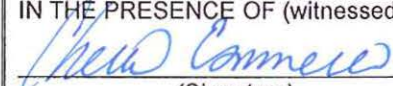
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor: TWO CON, LLC

BY  (Signature)

Michael P. Cusick, Vice President
(Typed Name & Title)

IN THE PRESENCE OF (witnessed by):


 (Signature)

720 E. Wisconsin Ave., Milwaukee, WI 53202
(Address)

UNITED STATES OF AMERICA:

BY  Joel T. Berelson

Contracting Officer
GSA, NCR, Real Estate Division

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<p>(CONTINUED ON PAGE 2)</p> <p>5. The Government and the Lessor acknowledge that supplemental tenant improvement allowance of \$24,030,400.00 has been fully expended and the rental payments in the amount of \$25,131,460.00, set forth in paragraph 2 of SLA Number 3, have commenced beginning on July 1, 2010 and shall end April 30, 2011 as shown in Attachment C as Supplemental Rent.</p> <p>6. The Government shall be entitled to a rent abatement for 521,000 BRSF of office space in the total amount of \$29,215,179.21 which will be applied as follows: (a) rent for the first twelve (12) full months of the lease term (inclusive of operating costs and amortization of the tenant improvement allowance) in the total amount of \$25,008,000.00 shall be abated entirely; and (b) a portion of the monthly shell rent shall be partially abated during the 13th, 14th and 15th full months of the lease term, in equal monthly amounts of [REDACTED] for a total of [REDACTED] to account for the Government's Commission Credit.</p> <p>7. The Lessor leases to the Government the entire garage, consisting of 365 spaces, effective June 23, 2010 at a total annual rate of \$963,600, payable at a rate of \$80,300.00 per month in arrears. The parking garage shall not be subject to the rent abatement in Paragraph 6 and the rent shall commence June 23, 2010 as set forth in Attachment C and such parking rent shall be adjusted for CPI increases consistent with the terms of Paragraph 3.7 of the SFO. The first (1st) parking rent adjustment shall be effective on June 23, 2011.</p> <p>8. The base for operating cost adjustments, pursuant to Paragraph 3.7 and 3.8 of the SFO, shall be \$4,464,970.00 (\$8.57 per BRSF). The first (1st) operating cost adjustment pursuant to Paragraphs 3.7 and 3.8 of the SFO shall be effective on June 23, 2011.</p> <p>9. The Government's percentage of occupancy for purposes of tax adjustments, pursuant to 3.5 and 3.6 of the SFO, shall be 88.32%, (521,000 BRSF/589,916 BRSF). The base year for real estate taxes shall be \$4,168,000.00 for the first 12 months of the lease. The first (1st) real estate tax adjustment pursuant to Paragraphs 3.5 and 3.6 of the SFO shall be effective on June 23, 2011.</p> <p>10. The Government and the Lessor acknowledge that the base tenant improvement allowance in the amount of \$19,358,505.00 has been fully expended.</p> <p>This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p>		

Lessor  GOV'T 