


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT  No. 2  TO LEASE NO. GS-11B-02196	DATE  FEB 16 2012
ADDRESS OF PREMISES  Sentinel Square I 90 K Street, NE Washington, DC 20002-4217		
<b>THIS AGREEMENT made and entered into this date by and between Sentinel Square I, L.L.C.</b>		
<b>Whose address is:</b> c/o Trammell Crow Company 1055 Thomas Jefferson Street, NW Suite #600 Washington, DC 20007 Attn: Thomas E. Finan		
<b>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.</b>		
<b>WHEREAS, the parties hereto desire to amend the above Lease.</b>		
<b>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree said Lease is amended upon execution of the Government as follows:</b>		
<ol style="list-style-type: none"> <li>1. This Supplemental Lease Agreement (SLA) No. 2 is issued to reflect the acceptance of space and lease commencement of 85,000 ANSI/BOMA Rentable Square Feet (BRSF), which yields 73,226 ANSI/BOMA Office Area Square Feet (BOASF), and consists of a portion of the sixth floor and the entire fourth and fifth floors located at 90 K Street, NE, Washington, DC for a firm term of ten (10) years beginning on <b>June 1, 2011 and ending on May 31, 2021</b>, subject to the Government's right to renew the lease for a period of six (6) years pursuant to Paragraph 5 of the SF-2.</li> <li>2. The Government shall pay Lessor an annual rent of \$3,442,354.26 (\$40.50/BRSF or \$47.01/BOASF), payable at the rate of \$286,862.86 per month in arrears for years one through ten. The annual rent includes eighteen (18) structured secured, reserved parking spaces for Official Government Vehicles and the cost of daytime cleaning. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Sentinel Square I, LLC, c/o Trammell Crow Company, 1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20007-5259 or in accordance with the provisions on electronic payment of funds.</li> <li>3. The Rent shall be fully abated for the first twelve months of the lease term. In addition, a portion of the monthly shell rent shall be partially abated during the 13<sup>th</sup> and 14<sup>th</sup> full months of the lease term, in equal amounts of \$181,239.95, for a total of \$362,479.90 to account for the Government's Commission Credit pursuant to Paragraph 4. of the SF-2.</li> <li>4. The base for annual operating cost CPI adjustments, pursuant to paragraph 4.3 of the SFO, shall be \$584,006.10 (\$6.87/BRSF or \$7.98/BOASF).</li> <li>5. The Government's percentage of occupancy for purposes of tax adjustments, pursuant to Paragraph 4.2 of the SFO, shall be 20.60% (85,000 BRSF/412,661 BOASF).</li> <li>6. The Government and Lessor acknowledge that the tenant improvement allowance in the amount of \$3,081,350.08, amortized at a rate of 0% over the term of ten year firm term of the lease is included in the annual rent. A subsequent SLA will be issued to finalize the rent using the final tenant improvement allowance utilized and/or any lump sum payments owed to Lessor by Government for tenant improvement costs which exceeded the tenant improvement allowance.</li> </ol>		
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 moneys whatsoever are due under this agreement until thirty days after the date of execution.		
All other terms and conditions of the Lease shall remain in force and effect.		
<b>[SIGNATURES APPEAR ON THE FOLLOWING PAGE]</b>		

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

Sentinel Square I, L.L.C., a Delaware limited liability company

By: TC 90 K Street LLC, a Delaware limited liability company, its manager

By: TC MidAtlantic Development III, Inc., a Delaware corporation, its sole member

By   
Thomas E. Finan, Senior Vice President

1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20001  
(Address)

Date: 2/10/12

IN PRESENCE OF:

  
(Signature)

1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20001  
(Address)

UNITED STATES OF AMERICA:

BY   
Marcia E. Parkes

Contracting Officer, GSA, NCR, Real Estate Division