

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT  No. 3	DATE  SEP 5 2012
	TO LEASE NO.  GS-11B-02196	

ADDRESS OF PREMISES  
 Sentinel Square I  
 90 K Street, NE  
 Washington, DC 20002-4217

**THIS AGREEMENT made and entered into this date by and between Sentinel Square I, L.L.C.**

**Whose address is:** c/o Trammell Crow Company  
 1055 Thomas Jefferson Street, NW  
 Suite #600  
 Washington, DC 20007  
 Attn: Thomas E. Finan

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 consideration hereinafter mentioned covenant and agree said Lease is amended upon execution of the Government as follows:**

This Supplemental Lease Agreement (SLA) No. 3 is hereby issued to memorialize the following: a.) deamortization of the unused portion of the Tenant Improvement Allowance (TIA) and finalization of the annual rent using the final TIA utilized; and b.) finalization of the Broker Commission and Commission Credit under the Lease for 85,000 ANSI/BOMA Rentable Square Feet (BRSF)/ 73,226 ANSI/BOMA Office Area Square Feet (BOASF) beginning on June 1, 2011 and ending on May 31, 2021.

a) In accordance with Paragraph 3.3 of the SFO "Tenant Improvement Rental Adjustment" and Paragraph 6(c) of the SF-2, the Government shall deamortize \$7.01 per BOASF or \$513,314.26 (\$7.01/BOASF x 73,226 BOASF) in unused Tenant Improvement Allowance from the annual rent using zero percent (0%) interest rate. The Tenant Improvement Allowance under the Lease shall decrease from \$42.08 per BOASF or \$3,081,350.08 to \$35.07 per BOASF or \$2,568,035.82 (\$35.07/BOASF x 73,226 BOASF). This allowance shall be amortized into the base rent at 0% interest at the rate of \$3.02 per BRSF per annum or \$3.51 per BOASF per annum.

Effective June 1, 2011, the annual rent shall decrease by \$51,331.43 from \$3,442,354.26 (\$40.50/BRSF; \$47.01/BOASF) to \$3,391,022.83 (\$39.89/BRSF; \$46.31/BOASF), payable at the rate of \$282,585.24 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.

b) Paragraph 4 of the SF-2 is amended to reflect the revised Commission and Commission Credit. The Lessor has agreed to pay a lease commission of [redacted] of the firm term value of this lease, payable in accordance with SFO Number 9DC2394. The revised total amount of the Commission is [redacted]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (CB Richard Ellis, Inc.) shall forego [redacted] of the Commission ("Commission Credit"). The revised Commission Credit is [redacted].

Accordingly, the monthly installments of annual rent due under this lease for the thirteenth (13<sup>th</sup>), fourteenth (14<sup>th</sup>) and fifteenth (15<sup>th</sup>) months of the Lease term shall be reduced as follows to fully recapture this revised Commission Credit. Because the revised Commission Credit total is [redacted], the revised credit for the thirteenth (13<sup>th</sup>) month or June 2012, shall be [redacted] and thus the rent due for the thirteenth (13<sup>th</sup>) month shall be [redacted]. The revised credit for the fourteenth (14<sup>th</sup>) month or July 2012, shall be [redacted] and thus the rent due for the fourteenth (14<sup>th</sup>) month shall be [redacted]. The revised credit for the fifteenth (15<sup>th</sup>) month or August 2012, shall be [redacted] and thus the rent due for the fifteenth (15<sup>th</sup>) month shall be [redacted].

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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The annual Operating Cost Base and the Government's percentage of occupancy remain unchanged.

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.

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 20007  
(Address)

Date: 6/11/12

IN PRESENCE OF:

  
(Signature)

1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20007  
(Address)

UNITED STATES OF AMERICA:

BY   
Marcia E. Parkes

Contracting Officer, GSA, NCR, Real Estate Division