

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NUMBER 1

DATE

8/15/2012

LEASE NO. GS-11B-02208

ADDRESS OF PREMISES

1401 "H" Street NW Washington, DC 20005

THIS AGREEMENT is made and entered into this date by and between: TREA 1401 H, LLC

Whose address is: 1209 Orange Street
Wilmington, Delaware, 19801-1120
Attn: Joseph Flanagan

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 complete execution by the Government, as follows:

This Supplemental Lease Agreement (SLA) No. 1 is hereby issued to establish the rent commencement date and acceptance of the space as April 12, 2011 for a total of approximately 59,309 BOMA Rentable Square Feet (RSF), [yielding 52,145 ANSI/BOMA Office Area Square Feet (BOASF)] of office and related space, located on the entire 3rdrd floor yielding (28,507 BRSF/24,863 BOASF) and 4th floor yielding (30,802 BRSF/27,282 BOASF) in the building known as Center City with the address being 1401 H Street NW Washington, DC 20005.

1. The rent commencement date is April 12, 2011 and the expiration date of the lease is April 11, 2021. The Government accepted the space July 12, 2011.
2. Effective April 12, 2011, the annual rent is \$2,940,248 at the rate of \$245,020.67 per month and effective August 1, 2011, the annual rent is \$3,018,248.00 at the rate of \$251,520.67 per month, in arrears for years one (1) through three (3). For years four(4) through Seven (7) \$3,225,829.50 at the rate of \$268,819.13 per month in arrears and for years Eight (8) through Ten (10) , \$3,344,447.50 at the rate of \$278,703.96. Rent for a lesser period shall be prorated.
3. The annual rent includes an operating cost base of \$565,712.24 (59,309 BOMA Rentable Square Feet (\$9.5384/RSF) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of the SFO#9DC2101 Also, included in the annual rent effective August 1, 2011 are one (1) reserved parking space and twenty-three (23) non-reserved parking spaces at a monthly rate of \$520.00 per reserved parking spaces or \$6,240.00 annually and \$260.00 per non-reserved parking space or \$71,760.00 annually for a total annual parking cost of \$78,000.00 for the firm term of the lease. Payments of CPI adjustments to the operating cost and adjustments for the real estate taxes shall be made by the Government in accordance with the SFO# 9DC-2101. All janitorial services outlined in paragraph 4.8 of the SFO shall be performed during hours of 8:00 am – 2:00 pm Monday – Friday at no additional cost to the Government. Notwithstanding the foregoing, payment by the Government for month one (1) through five (5) shall be full abated and the rental payment for months six (6) through eight (8) shall be reduced by \$122,048.04 per month so that the rent due for months six (6) through eight (8) shall be \$129,472.63 per month.
4. The annual rent set forth in paragraph 2 of this SLA includes a \$45.59 per ABOASF times 52,145 ABOASF tenant improvement allowance of \$2,377,290.55 and is amortized at 0% over the initial firm term. The entire tenant allowance has been exhausted and has a remaining balance \$0.00 by the Government.
5. The Governments percentage of occupancy for real estate tax purposes shall be 16.915%
6. The Lessor has agreed to pay a lease commission of [REDACTED] payable in accordance with the SFO. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government Broker (CB Richard Ellis, Inc) shall forego [REDACTED] of the Commission ("Commission Credit") that it is entitled to receive in connection with this lease. The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less Commission Credit ([REDACTED]) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFG, as well as the commission agreement between the Lessor and the Broker dated March 12, 2010.
7. Finally, the commission credit shall be added to the rent abatement in Paragraph 3 of this SLA. Therefore, the rental payments due and owing under this lease for months month one (1) through five (5) shall be full abated and the rental payment for months six (6) through eight (8) shall be reduced by [REDACTED] per month so that the rent due for months six (6) through eight (8) shall be [REDACTED] per month to fully capture the Commission Credit and abated rent in paragraph 3.

(Official Title)

8. Except as specifically excluded in writing between the Lessor and GSA, the Lessor is responsible for the maintenance, repair and replacement of everything furnished or installed by the Lessor within the tenant's space.
- (a) With respect to [REDACTED]'s rooftop chiller, the supplemental a/c units in the 3rd floor wire closet (Room 376) and the 4th floor server room (Room 484), the Lessor is responsible for any and all necessary maintenance, repairs, and/or parts or equipment replacement related to problems, defects or issues which arose during the one-year manufacturer's warranty period.
 - (b) The Lessor is responsible for obtaining, executing and monitoring a maintenance and service contract for [REDACTED]'s rooftop chiller, the supplemental a/c units in the 3rd floor wire closet (Room 376) and the 4th floor server room (Room 484). [REDACTED] is responsible for the cost of this maintenance and service contract.
 - (c) The Lessor is not responsible for the repair or replacement of the refrigerators, microwaves and ice machines
9. The Government has reduced the amount of Tenant Improvement Allowance amortized in the rent by making a lump sum payment of \$548,565.50 and as a result the rent will be reduced by \$54,865.65 per annum for the full ten years of the lease.
10. The Overtime Utilities cost is \$55.00 per hour and is all inclusive of both floors.
11. Pursuant to the SFO no. 9DC2101 paragraph 11.0 Special requirements, the Lessor shall accept payment for miscellaneous purposes such as minor alterations or services via a Government credit from the tenant agency not to exceed \$2,500.00 per transaction.

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

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

TREA 1401 H, LLC

BY: Peter Orsuly Date: 2012.08.15
09:25:20 -04'00'
(signature)

Date: _____

IN THE PRESENCE OF :

UNITED STATES OF AMERICA
BY: John Mowery
~~John Mowery~~ Contracting Officer, GSA, PBS, NCR
MARK STADSKLEU