

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 3/14/13
	TO LEASE NO. GS-11B-02253	

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 considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government, as follows:

1. This Supplemental Lease Agreement (SLA) is hereby issued to reflect an adjustment for vacant space for the leased premises containing 26,673 ANSI/BOMA Rentable Square Feet (BRSF), which yields 22,775 ANSI/BOMA Office Area Square Feet (ABOASF), on the second floor located in the above-mentioned project which have been leased for a term of ten (10) years that, pursuant to SLA No. 1, commenced on July 15, 2011 and expires on July 14, 2021, subject to Government's right to terminate the lease after the first five (5) years of the term pursuant to Paragraph 4 of the SF2. The adjustment is effective immediately after the six month rent abatement (i.e., from January 15, 2012) until the time the Government occupies the space in whole or in part and shall include an initial lump sum credit for any rent overpayment for the period starting January 15, 2012 up to the effective date of this SLA.
2. The total annual rent for the leased premises as set forth in Paragraph 3 of the SF2 is \$1,153,607.25 at the rate of \$96,133.94 per month, which includes an annual operating cost base of \$183,243.51. However, since the leased premises has not yet been built-out and is still vacant, pursuant to Paragraph 6C of the SF2 the annual rent shall be reduced by \$4.64 per ABOASF or \$105,676.00 per annum at a rate of \$8,806.33 per month until such time that the leased space is built-out and substantially complete in whole or in part.
3. Accordingly, effective January 15, 2012: (a) the adjusted annual rent shall be \$1,047,931.25 (i.e., \$1,153,607.25 annual rent less \$105,676.00 vacant premises credit), payable at the rate of \$87,327.60 per month in arrears, until such time that the leased space is built-out and substantially complete in whole or in part, at which time the rent shall be increased to account for the vacant premises credit associated with the portion of the leased premises that is then built-out and substantially complete.; and, (b) annual operating cost base for the leased premises shall be \$77,567.51 (i.e., \$183,243.51 annual operating cost base less \$105,676.00 vacant premises credit) until such time that the leased space is built-out and substantially complete in whole or in part, at which time the annual operating cost base will be increased to account for the vacant premises credit associated with the portion of the leased premises that is then built-out and substantially complete.

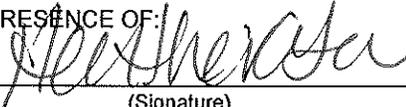
All other terms and conditions of the lease shall remain in full force and effect.

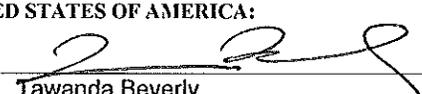
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: 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  1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20001
 Thomas E. Finan, Senior Vice President (Address)

Date: 11-14-12

IN PRESENCE OF: 
 (Signature) 1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20001
 (Address)

UNITED STATES OF AMERICA:
 BY  Contracting Officer, GSA, NCR, Real Estate Division
 Tawanda Beverly