

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

No. 1

TO LEASE NO. GS-11B-02315

DATE

FEB 26 2013

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 20007-5258

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:

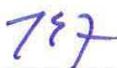
This Supplemental Lease Agreement (SLA) No. 1 is issued to reflect the final agreement between the Lessor and the Government regarding acceptance of space located at 90 K Street, NE, Washington, DC 20002.

1. Lease Commencement Date and Lease Term: This SLA No. 1 is issued to reflect the acceptance of space (hereinafter referred to as 'Leased Premises') of 46,803 Rentable Square Feet (RSF), which yields 40,225 ANSI/BOMA Office Area square feet (ABOASF) consisting of the entire twelfth (12th) floor and a portion of the eleventh (11th) floor of the building known as Sentinel Square I, located at 90 K Street, NE, Washington, DC 20002-4217 for a five (5) year firm term, subject to Government's right to renew as set forth in Paragraph 5 of the SF-2. The Government's date of acceptance is September 20, 2012.

The lease commencement date is September 12, 2012, after incorporating the agreed upon duration of six (6) working days for the Government Delay. The lease expires on September 11, 2017.

2. Annual Rent: The Government shall pay Lessor the annual rent for the Leased Premises in the amount of \$1,940,202.15 (\$41.45/RSF), payable at the rate of \$161,683.51 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Sentinel Square I, L.L.C., c/o Trammell Crow Company, 1055 Thomas Jefferson Street, NW, Suite 600, Washington, DC 20007-5258 or in accordance with the provisions on electronic payment of funds. The annual rent includes the following costs:
 - (i) Tenant Improvements: The total amount of the Tenant Improvement Allowance (TIA) is \$1,692,668.00 (\$42.08 per ABOASF), and has been fully used as of the date of this SLA No.1 and no further TIA remains for use by the Government. The annual rent includes \$160,900.00 to amortize a tenant improvement allowance of \$804,500.00 (\$20.00 per ABOASF) at zero percent (0%) annual interest over the term of five (5) years. The remaining balance from the \$1,692,668.00 TIA is \$888,168.00, which has now been de-amortized in the Annual Rent, in accordance to the terms of the Lease.
 - (ii) Operating Cost: Annual Rent includes an operating cost base of \$337,613.44 (\$8.39/ABOASF), which shall be adjusted annually by CPI pursuant to the terms of the Lease.
 - (iii) Real Estate Taxes: Annual Rent shall be in addition to Tax Adjustments paid by the Government to the Lessor during the Lease term pursuant to the terms of the Lease.
3. Rent Abatement: In accordance with Section 3 of the SF-2 of the Lease, the Government shall be fully abated for the first four (4) months of the Lease term during the period beginning on September 12, 2012 through January 11, 2013, totaling \$646,734.05
4. The Government's percentage of occupancy for real estate tax purposes shall be 11.34%, based upon 46,803 RSF/412,661 RSF.

Lessor



Government



5. Throughout the term of this Lease, the Government shall grant access 24 hours a day/7 days a week in the Leased Premises' fire egress hallway (known as the 11th Floor Fire Egress Hallway) to the general public, tenants of the building and the Lessor. The 11th Floor Fire Egress Hallway is segmented into two parts: First Part - abuts the southern portion of the 11th floor's elevator lobby and runs between the 11th floor's end of hall by the main restrooms and the Stair C next to Mechanical 2 area; and the Second Part - is the hallway that begins outside the freight elevator and heading south to the end of hallway by the women's restroom (see attached amended 11th Floor Plan).

The 11th Floor Fire Egress Hallway shall not be obstructed (such as placement of mailing packages of the delivered mail; recycling debris for pick-up; tenant doors not opening up into the pathway of the 11th Floor Fire Egress Hallway; and staging area in advance use next to the freight elevator) by the Lessor, any of the tenants in the building, and/or vendors servicing the building/tenants of the building. The Lessor shall ensure daily during normal hour that the 11th Floor Fire Egress Hallway is not being obstructed.

6. The Government shall not be held liable for any damage or injury associated with the use of the access for the Lessor and any tenants or persons in the building, including any of the Lessor's/building tenant's visitors, vendors and employees.

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 money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer. Any amount due thereafter will not accrue interest until that time.

All other terms and conditions 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 limited liability company, its sole member

BY 
(Signature)

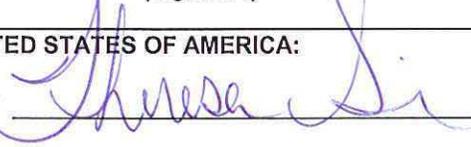
Thomas E. Finan, Senior Vice President
Typed Name & Title

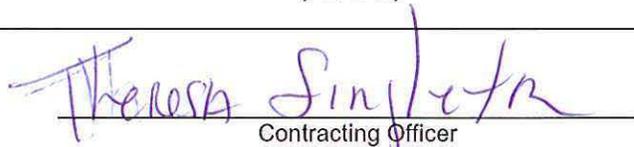
IN THE PRESENCE OF (witnessed by):


(Signature)

1055 Thomas Jefferson St. NW, #600, Washington, DC
(Address)

UNITED STATES OF AMERICA:

BY 


Contracting Officer