

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 2

DATE

MAR 8 2013

TO LEASE NO.

GS-11B-02328

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:

1. This Supplemental Lease Agreement (SLA) No. 2 is issued to reflect the acceptance of space and lease commencement of 96,000 ANSI/BOMA Rentable Square Feet (BRSF), which yields 84,500 ANSI/BOMA Office Area Square Feet (BOASF), and consists of a portion of the eighth floor, the entire ninth and tenth floors, and a portion of the eleventh floor located at 90 K Street, NE, Washington, DC for a term of ten (10) years beginning on **August 9, 2012 and ending on August 8, 2022**, subject to the Government's right to terminate the lease any time effective after the expiration of the fifth lease year pursuant to Paragraph 4. of the SF-2.
2. The Government shall pay Lessor an annual rent of \$4,176,000.00 (\$43.50/BRSF or \$49.42/BOASF), payable at the rate of \$348,000.00 per month in arrears for years one through ten. The annual rent includes nineteen (19) on-site, 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, L.L.C., 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.
3. The Rent shall be fully abated for the first ten months of the lease term in the amount of \$3,480,000.00. In addition, a portion of the monthly shell rent shall be partially abated during the 11th and 12th full months of the lease term, in equal amounts of \$ [REDACTED], for a total of [REDACTED] to account for the Government's Commission Credit pursuant to Paragraph 6 (D) of the SF-2, as revised in SLA 1.
4. The base for annual operating cost CPI adjustments, pursuant to paragraph 4.3 of the SFO, shall be \$659,520.00 (\$6.87/BRSF or \$7.80497/BOASF).
5. The Government's percentage of occupancy for purposes of tax adjustments, pursuant to Paragraph 4.2 of the SFO, shall be 23.2636% (96,000 BRSF/412,661 BRSF).
6. The Government and Lessor acknowledge that the tenant improvement allowance in the amount of \$2,963,415.00 (\$35.07/BOASF), amortized at a rate of 0% over the five-year firm term of the lease is included in the annual rent. The Government utilized the entire Tenant Improvement Allowance included in the rent.

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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

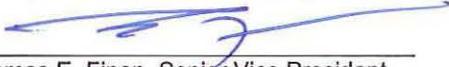
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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

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: 12-20-12

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