

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 2

DATE

MAR 20 2012

TO LEASE NO

GS-11B-02184

ADDRESS OF PREMISES

Patriots Plaza II
375 E Street, SW
Washington, DC 20024-3221

THIS AGREEMENT made and entered into this date by and between NewTower Trust Company Multi-Employer Property Trust

Whose address is: c/o Bentall Kennedy (U.S.) Limited Partnership
1215 Fourth Avenue, Suite 2400
Seattle, Washington 98161-1085
Attn: Executive Vice President - Asset Management

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) is issued to reflect the acceptance of space and lease commencement of 180,000 ANSI/BOMA Rentable Square Feet (BRSF), which yields 159,033 ANSI/BOMA Office Area Square Feet (ABOA), and consists of a portion of the Fourth (4th) Floor (11,723 BRSF/10,336 ABOA), the entire Fifth (5th) through Ninth (9th) Floors (28,516 BRSF/25,198 ABOA each), a portion of the Tenth (10th) Floor (25,697 BRSF/22,707 ABOA) and 30 reserved parking spaces in the above-mentioned building for a firm term of ten (10) years beginning on April 14, 2011 and ending on April 13, 2021.
2. The Government shall pay Lessor and annual rent of \$7,335,000.00 (\$40.75/BRSF), payable at the rate of \$611,250.00 per month in arrears.
3. The Government shall be entitled to a rent abatement in the total amount of \$8,087,571.00 which applies as follows: (a) rent for the first twelve (12) months of the lease term (inclusive of operating costs and amortization of the tenant improvement allowance) in the total of \$7,335,000.00 and (b) a portion of the monthly shell rent shall be partially abated during the thirteenth (13th) and fourteenth (14th) full months of the lease term, in equal amounts of [REDACTED], for a total of [REDACTED] to account for the Government's Commission Credit.
4. The base for annual operating cost CPI adjustments, pursuant to Paragraph 4.3 of the SFO, shall be \$1,236,600.00 (\$6.87/BRSF or \$7.78/ABOA).
5. The Government's percentage of occupancy for purposes of tax adjustments, pursuant to Paragraph 4.2.C of the SFO, shall be 55.99% (180,000 BRSF/321,502 BRSF).
6. The Government and Lessor acknowledge that the tenant improvement allowance in the amount of \$6,692,108.64, amortized at a rate of 0% over the firm term of the lease, has been fully utilized and amortized 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.

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

LESSOR: NewTower Trust Company Multi-Employer Property Trust

By: Bentall Kennedy (U.S.) Limited Partnership Authorized Signatory

By: Bentall Kennedy (U.S.) G.P. LLC, its General Partner

By

(signature)

(name, title)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA:

BY

Joel T. Berelson

Date

Contracting Officer, GSA, NCR, Lease Executions Division