

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 2

7/21/2010

TO LEASE NO.

GS-11B-02172

ADDRESS OF PREMISES
12420 Parklawn Drive
Rockville, MD 20852-1740

THIS AGREEMENT, made and entered into this date by and between JBG/12420 PARKLAWN, L.L.C.

whose address is: 4445 Willard Avenue
Suite 400
Chevy Chase, MD 20815-4641

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate a Warm-Lit Shell Credit.

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:

- Warm-Lit Shell Credit:** This Supplemental Lease Agreement (SLA) is issued to incorporate the Government's acceptance of a Warm-Lit Shell Credit in lieu of the Lessor's obligation to provide the Building Shell requirements set forth in SFO No. 07-015. The accepted credit is in the amount of \$1,372,309.00, per the Lessor's proposal dated June 11, 2010 (attached). The Lessor and the Government agree that the Lessor is not required to provide the items listed in the Lessor's June 11, 2010 proposal, as part of its Building Shell responsibilities under this Lease. The Government shall apply this Warm-Lit Shell Credit to the available Tenant Improvement Allowance under the Lease. The Lessor's construction management fee will be applied to the cost of the work after the Warm-Lit Shell Credit portion of the Tenant Improvement Allowance has been spent. There is no change in the rental rate set forth in Paragraph 3 of the SF-2 (as amended by SLA #1) as a result of the Government's acceptance of the Warm-Lit-Shell (WLS) Credit.
- Tenant Improvement Allowance:** The Tenant Improvement Allowance available to the Government, as set forth in Paragraph 6.B of the Lease (as amended by SLA #1), i.e. \$3,298,146.24, is hereby increased by the amount of the Warm-Lit Shell Credit set forth above. The total amended Tenant Improvement Allowance, including this credit, is \$4,670,455.24. Notwithstanding the foregoing, however, the amount of the amended Tenant Improvement Allowance as set forth above does not reflect any amount previously authorized by the Government to be expended on the initial tenant improvements build-out and deducted from the balance available to the Government. The available balance of the Tenant Improvement Allowance is being separately tracked by the parties.

All other terms and conditions of this Lease not changed hereby shall remain in full force and effect.

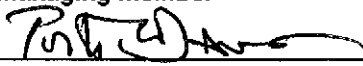
IN WITNESS WHEREOF, the parties subscribed their names on the following page as of the above date.

LESSOR: JBG/12420 PARKLAWN, L.L.C.

A Delaware limited liability company

By: JBG/Company Manager II, L.L.C.
a Delaware limited liability company
its managing member

By:


(Signature)

TITLE: Managing Member

DATE: 7/19/10

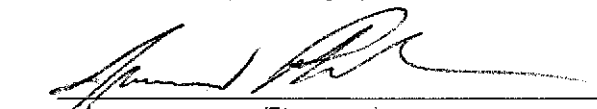
IN THE PRESENCE OF (witnessed by):


(Signature)

4445 Willard Ave Ste 400
Chevy Chase, MD 20815 (Address)

UNITED STATES OF AMERICA:

BY


(Signature)
James Phelan

Contracting Officer, GSA, NCR
(Official Title)

Lease No. GS-11B-012022
Supplemental Agreement No. 1
Page 2 of 2

GSA DC 68-1176

GSA FORM 276 JUL 67