

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT  <b>No. 1</b>	DATE  <u>8/16/2010</u>
ADDRESS OF PREMISES <b>12420 Parklawn Drive Rockville, MD 20852-1740</b>		TO LEASE NO. <b>GS-11B-02172</b>

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.

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:

The Zip Code in the Lessor's street address and mailing address, in the opening paragraph and Paragraph 3 of the SF2, is hereby corrected to read, "20815 - 4641".

Paragraph 6B of the SF2, dated March 23, 2010, is amended as follows:

This Supplemental Lease Agreement is issued to reflect the additional tenant improvement allowance (TIA) of \$1,730,586.24 (\$22.08 / BOASF) made available in SF2, Paragraph 6b Tenant Improvement. The total amount of the Tenant Improvement Allowance shall increase from \$1,567,560.00 (\$20.00 / BOASF) to \$3,298,146.24 (\$42.08/BOASF). The additional TIA of \$1,730,586.24 ( \$22.08/BOASF) shall be amortized at a rate of ten percent (10.0%) over the five-year firm lease term.

Paragraph 3 of the SF2 is amended as follows:

The annual rent is increased from from \$2,678,149.32 (\$33.94 / BOASF + \$18,000 for 10 reserved parking permits) to \$3,119,387.44 (\$33.94 / BOASF + \$5.62961697 / BOASF for additional Tenant Improvement amortization + \$18,000 for 10 reserved parking permits), at the rate of of \$259,948.95 per month in arrears. Rent for the lesser period shall be prorated. Rent checks shall be made payable to: **JBG/12420 PARKLAWN, L.L.C.**, at the address shown below:

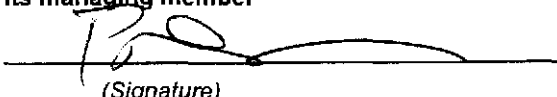
**4445 Willard Avenue  
Suite 400  
Chevy Chase, MD 20815-4641**

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

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

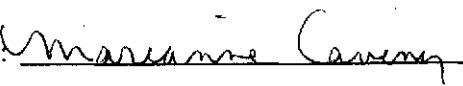
**LESSOR: JBG/12420 PARKLAWN, L.L.C.**  
 A Delaware limited liability company

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

By:   
 (Signature)

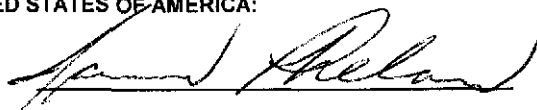
TITLE: **Managing Member**

DATE: 6-9-10

IN THE PRESENCE OF: 

ADDRESS: **4445 Willard Avenue, Suite 400  
Chevy Chase, MD 20815**

**UNITED STATES OF AMERICA:**

BY  Contracting Officer, GSA, NCR