

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

SUPPLEMENTAL LEASE AGREEMENT

No 2

APR 29 2004

TO LEASE NO. **GS-11B-01638 (MD0802ZZ)**

THIS AGREEMENT made and entered into this date by and between **JBG/Market Square I, L.L.C.**

Whose address is:

C/O The JBG Companies
445 Willard Avenue, Suite 400
Chevy Chase, MD 20215-3690

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

WHERE AS, the parties here to desire to amend the above Lease to confirm the Government's award of certain change orders.

NOW THEREFORE, these parties for the considerations hereafter mentioned covenant and agree that the said Lease is amended effective upon execution of this Supplemental Lease Agreement (SLA) by the Government, as follows:

This SLA # 2 is to officially authorize the use of the Tenant Improvement Allowance of \$6,417,960.00 for new construction as identified within the lease. In addition, this authorizes an additional \$561,929.00 from RWA A3120945 (funding for this will be provided in a separate GSA Form 300) for a total funding of **\$6,979,889.00**.

All items that are identified above, as method of payment from the Tenant Improvement Allowance shall be paid by the Lessor as set forth in Paragraph 14 of Rider #1 to SF2 of the Lease.

All work shall be performed in accordance with the terms of the Lessor's proposal and the appropriate construction drawings. No additional work shall be performed without written authorization from the Contracting Officer. This document shall not be construed as a waiver of any rights, benefits, or interest that the Government has under the lease contract.

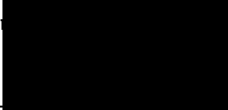
This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.

This document shall not be construed as a waiver of any rights, benefits, or interests that the Lessor or Tenant has under the lease contract.

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

The Government reserves the right to authorize partial payments during the course of the build-out, payable monthly, after receipt of the application and certificate of payments, typically using AIA documents G702 and G703.

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


Lessor  L.L.C.

BY  Managing Member

(Signature)

(Title)

In the Presence of (witnessed by)

 4445 Willard Ave., Chevy Chase, MD 20815

(Signature)

(Address)

UN

BY  Mary Hewson, Contracting Officer, GSA, WPD, Metropolitan Service Center

(Signature)

(Official Title)