

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICES
SUPPLEMENTAL LEASE AGREEMENT**

Supplemental Agreement

Date

NO. Two (2)

FEB 06 2003

To Lease No. GS-11B-01433

Address of Premises: **1801 North Lynn Street - Arlington, VA**

THIS AGREEMENT, made and entered into this date by and between

**Smart Building Investors
c/o JBG Companies
5301 Wisconsin Avenue, NW
Suite 300
Washington, DC 20015-2015**

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 **October 1, 2002**, as follows:

1. The Lease Commencement Date and the Rent Commencement Date are both hereby established as July 1, 2003.
2. Paragraph #1 of Form SF-2 of this Lease is hereby replaced with the following:

The Lessor hereby leases to the Government the following described premises: a total of approximately 343,311 ANSI/BOMA rentable square feet (aka: BOMA Office Rentable Square Feet or BORSF), such yielding 308,748 ANSI/BOMA Office Area Square Feet (aka: BOMA Office Usable Square Feet or BOUSF) inclusive of 307,223 BOUSF of office space and 1,525 BOUSF of storage space in the building commercially known as 1801 North Lynn Street in Arlington, Virginia 22091. The premises shall be used for such purposes as determined by the Government. Floorplans depicting the area leased by the Government are attached hereto.

3. The Government and Landlord are hereby absolved and rendered not liable for any delays actually or allegedly caused prior to the effective date of this Supplemental Lease Agreement.
4. The attached project schedule dated ^{10/03/02} ~~08/05/02~~ is hereby made a part of this Lease. The Lessor and Government each agree to abide by and be responsible for performing their obligations in connection with the tasks and durations outlined by this project schedule. All other terms of this Lease as they pertain to the project schedule, including Solicitation Provision 3.16(G), shall apply. The last sentence of Solicitation Provision 3.16(G) is hereby deleted and replaced with the following: "Each day of Lessor Delay that is not determined to be Government Delay or Third Party / Excusable Delay, shall cause the Lease Term to automatically extend two (2) days beyond the expiration date for this Lease, such Lease Term extension being provided by the Lessor to the Government on a no-cost basis (i.e. free rent). Each day of Third Party or Excusable Delay shall cause the Lease Term to automatically extend day (1) for day (1) beyond the expiration date of this Lease, such Lease Term extension shall be provided by the Lessor to the Government on a no-cost basis (i.e. free rent)."
5. The rent schedule contained within Paragraph #3 of Form SF-2 of this Lease is hereby deleted and replaced by the following rent schedule:

\$12,296,996.55 per annum at the rate of \$1,024,749.71 per month in arrears during the 1st lease year
\$12,427,796.81 per annum at the rate of \$1,035,649.73 per month in arrears during the 2nd lease year
\$12,560,207.69 per annum at the rate of \$1,046,683.97 per month in arrears during the 3rd lease year
\$12,694,254.37 per annum at the rate of \$1,057,854.53 per month in arrears during the 4th lease year
\$12,829,962.56 per annum at the rate of \$1,069,163.55 per month in arrears during the 5th lease year
\$12,967,358.51 per annum at the rate of \$1,080,613.21 per month in arrears during the 6th lease year
\$13,106,469.02 per annum at the rate of \$1,092,205.75 per month in arrears during the 7th lease year
\$13,247,321.45 per annum at the rate of \$1,103,943.45 per month in arrears during the 8th lease year
\$13,389,943.74 per annum at the rate of \$1,115,828.65 per month in arrears during the 9th lease year
\$13,534,364.44 per annum at the rate of \$1,127,863.70 per month in arrears during the 10th lease year
6. Paragraph 6B of Form SF-2 of this Lease is hereby deleted.
7. The gross dollar value of the Architectural and Engineering Allowance (such being \$301,005), the parking garage base-year rent (such being \$504,360.00), the roof rights rent (such being \$207,390.60), and the Brokerage Commission (such being \$██████████). The Operating Cost Base is hereby established at \$1,314,785.38 per the attached GSA Form 1217. All of these items are included within the rents stated in Paragraph #5 above.

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8. The gross dollar values for the following items/services/allowances have been modified to new and reduced amounts based upon the reduction in the amount of office space leased by the Government within the Premises (such being a reduction of 1,500 BOUSF). Accordingly, the following adjustments are hereby made effective: Tenant Improvement Allowance (such being \$4,608,345.00), the Optional Tenant Improvement Allowance (such being \$7,680,575.00), the storage space rent (such being \$18,300.00), and the Warm Lit Shell Allowance (such being (\$2,943,445.78). All of these items are included at the values stated here within the rents stated in Paragraph #5 above.
9. The Government hereby waives its right to receive the \$5,036,280 cash concession payment referenced in Paragraph #6E of Form SF-2 of this Lease.
10. The Lease Commencement Date only for the purposes of calculating Operating Cost Adjustments as per Solicitation for Offers Paragraph #3.4 shall be July 1, 2002.
11. In consideration for certain increases to the rental that have been included within the new rent schedule shown in item #5 (above) the Lessor has reached the following agreements with Arlington County that effect certain aspects of the Building and Premises. The Arlington County Agreements are as follows, and take precedence over Paragraph #1.4 of the Solicitation for Offers: six (6) short term parking spaces previously stipulated for use by retail tenants (as per the plan attached) shall be eliminated; and there shall be no public use requirement for the conference facility located on the 24th floor of the building. The Government shall have sole and exclusive use of both the aforementioned parking spaces and conference facility.
12. Prior to Rent Commencement, beginning with the date of this SLA, the Government shall pay Landlord monthly, interest-only at an annual rate of 8% (eight percent), in arrears, on funds drawn from the Optional Tenant Allowance, said interest either being deducted from the allowance or being paid for in periodic lump sum payments by the Government. This interest is due on any amounts drawn over and above funds expended for the Warm Lit Shell and the \$15/SF allowance which are included as part of the Rent. Upon Rent Commencement, the Government shall repay Landlord all funds drawn from the Optional Tenant Improvement Allowance pursuant to paragraph C of SF2 dated October 1, 2001.

All other terms and conditions of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

LESSOR:

SMART BUILDING INVESTORS, LLC,
a Delaware limited liability company

By: SummerHouse, LLC, a Delaware limited liability company, its Managing Member

By: JBG/Smart Building Member, L.L.C., a Delaware limited liability company, its Managing Member

By: JBG Real Estate Associates XXXIX, L.L.C., a Delaware limited liability company, its Managing Member

By: _____
Name: _____
Title: Managing Member

UNITED STATES OF AMERICA

BY: PATRICIA CONNORS, CONTRACTING OFFICER