

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

SUPPLEMENTAL AGREEMENT

No. 1

DATE

September 17 2010

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LEASE NO. GS-11B-02189

ADDRESS OF PREMISES: 2733 South Crystal Drive, Suite 1000
Arlington, Virginia 22202

THIS AGREEMENT, made and entered into this date by and between: Potomac Yard Holding Company, LLC

Whose address is: c/o J.P. Morgan Investment Management, Inc.
245 Park Avenue, 2nd Floor
New York, New York 10167
Attention: Shagun K. Holder

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

WHEREAS, the parties hereto desire to amend the above Lease.

WHEREAS, this Supplemental Lease Agreement No. 1 (this "SLA") is for, among other things, the purpose of (i) setting forth the terms and conditions related to project management services in connection with the Tenant Improvements for the Government, and (ii) confirming certain modifications to the construction schedule for the Tenant Improvements.

NOW THEREFORE, these parties agree that the said lease is hereby amended, effective August 1, 2010, as follows:

1. The Government has requested the Lessor to pay out of the Tenant Improvement Allowance (TI Allowance) the fees for K&G Project Management (K&G) to supervise and manage the construction of the Tenant Improvements to the leased premises for the Government. The Government will direct the activities of K&G and Lessor shall have no responsibility for the performance of K&G. The Government has provided Lessor with a notice to proceed in the amount of \$4,300,000.00 which includes a supervision fee in the amount of \$100,000 to the Lessor. The parties have agreed that the building shell requirement of the Lessor under the Lease shall be an amount equal to \$848,304.00 which is not included in the notice to proceed.
2. The Government is providing the design and specifications for additional work related to the design build for the Government's audio-visual, security, information technology and internal wireless improvements (referred to collectively as "Additional Work"), and shall issue a notice to proceed to the Lessor for the Additional Work

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

LESSOR: POTOMAC YARD HOLDING COMPANY LLC

By: Potomac Yard Acquisition Company LLC, its sole member

BY _____
(Signature)

Vice President
(Official Title)

IN THE PRESENCE OF (witnessed by)

(Signature)

(Address)

Contracting Officer
(Official Title)

when the design and specifications have been completed. Lessor shall construct the Additional Work in accordance with the design and specification provided by the Government and shall not be responsible for the design related to the Additional Work. The Government has requested the Lessor's architect to transfer the design of the Additional Work onto CAD files. Lessor's architect is not responsible for reviewing the design of the Additional Work and Lessor shall not be responsible for any design deficiencies. The Government shall pay any amounts above the TI Allowance for the Additional Work or for the work awarded in the notice to proceed in progress payments together with Lessor's monthly draw requests.

3. Section 1.9 of the SFO is amended to reflect that occupancy is required April 1, 2011.

4. The Lessor and the Government have agreed that the parties will use commercially reasonable efforts to meet the critical path construction schedule attached to this SLA No. 1 as "Attachment 1" for the construction of the Tenant Improvements which has certain time periods which are more accelerated under the Schedule than those set forth in the lease. The schedule provides that substantial completion of the portion of the premises located on the eleventh (11th) floor of the building shall occur on or before October 22, 2010, and substantial completion of the portion of the premises located on the eighth (8th) and tenth (10th) floors of the building shall occur on or before November 22, 2010. In the event the date of the issuance of a certificate of occupancy for all portions of the leased premises occurs on or before April 1, 2011, no Government delay or Lessor delay shall be deemed to have occurred.

5. The cost and expense of any special equipment, including the maintenance, repair and replacement thereof shall be at the Government's sole cost and will be negotiated by the Government and the Lessor as such requirements are identified.

6. The Lessor and Government agree that the Program of Requirements which was incorporated into the SFO was significantly modified during the design phase of the project. In addition, some specifications in the Lease were modified in order to achieve LEED silver. If there is a conflict between the permit drawings for the Tenant Improvements and Program of Requirements or the SFO, the permit drawings shall prevail.

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

