

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICES
SUPPLEMENTAL LEASE AGREEMENT

NO. 1

MAR 12 2002

To Lease No. GS-11B-01433

Address of Premises: 1801 North Lynn Street, Rosslyn, Virginia 22091

THIS AGREEMENT, made and entered into this date by and between:
Whose address is:

Smart Building Investors
C/o The 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 03/04/02, as follows:

1. In order to satisfy the Government's security requirements established post Lease award at this location, this SLA incorporates the attached documents:
 - a. DD Form 254, Contract Security Classification Specification, dated January 14, 2002, certified by Andrea G. Jones, Chief, DS/ISP/IINB
 - b. Security Classification Guide for GSA-20
 - c. 01541 Security Regulations for GSA-20
2. As of and after, the date hereof, the Lessor agrees to comply with the requirements of the attached documents.
3. As reimbursement to the Lessor, a lump-sum payment will be made by the Government to the Lessor for all costs incurred to date related to complying with the Form DD 254 and attached documents. Payment will be made upon receipt from the Lessor of the amount of the costs incurred, along with a breakdown of those costs and the Government's determination that the breakdown accurately reflects the Lessor's costs.
4. The Government and the Lessor also agree that beginning with the effective date of this SLA, the Government shall bear all future costs incurred or expended by the Lessor in complying with the Form DD 254 and attached documents, the amount of which will be based upon the Lessor's costs and promptly processed for reimbursement to the Lessor in subsequent SLA's.
5. The costs related to complying with the Form DD 254 and the attached documents are subject to the amended Lessor's construction management fee, the amount of which will be agreed upon by the Government and the Lessor in a subsequent SLA.

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

IN WITNESS WHEREOF, the parties have hereunto signed their names as of the above date.

LESSOR: Smart Building Investors, Limited Liability Company
 By _____, Limited Liability Company its Managing Member
 By _____, Corporation its Managing Member

BY _____

IN PRESENCE OF _____

ADDRESS 5454 Wisconsin ave
suite 1600

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION Chen Chuee MD
20815

BY _____

Contracting Officer, GSA, NCR, WPG
(Official Title)