

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

SUPPLEMENTAL
AGREEMENT
No. **4**

DATE **APR 15 2004**

TO LEASE NO. **GS-11B-01433**

Scanning

ADDRESS OF PREMISES:

1801 North Lynn Street, Arlington, Virginia 22209-2000

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

Smart Building Investors, LLC
c/o The JBG Companies
4445 Willard Avenue, Suite 400
Chevy Chase, MD 20815-3690

And whose interest in the property hereinafter described is that of the Owner, 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 after execution as follows effective July 1, 2003:

1. Lessor's/Payee Address: From: 5301 Wisconsin Avenue, NW, Suite 300 Washington, DC 20015
To: 4445 Willard Avenue, Suite 400, Chevy Chase, Maryland 20815-3690
2. The Lease Expiration Date is hereby established as June 30, 2013. The leased premises includes: 343,311 ANSI/BOMA rentable square feet, such yielding 308,747 ANSI/BOMA Office Area Square Feet.
3. Pursuant to Paragraph 12 of Supplemental Lease Agreement #2, the Government shall pay Lessor interest on funds drawn from the Optional Tenant Allowance. At an annual rate of 8% (eight percent) payable monthly in arrears, the Government shall pay Lessor a total of \$200,777.64 for the period from February 6, 2003 through April 30, 2004. This amount shall be amortized as additional rent at an annual rate of 8% (eight percent) over the ten (10) year lease term.
4. Pursuant to paragraph C of SF2 dated October 2001, Lessor and Government hereby mutually agree that the Final Optional Tenant Improvement Allowance used by the Government is \$7,680,575.00.
5. The rent schedule contained within Paragraph #3 of Form SF-2 of the lease is hereby deleted and replaced by the following rent schedule:
 - \$13,472,123.31 per annum at the rate of \$1,122,676.94 per month in arrears during the 1st lease year
 - \$13,602,923.57 per annum at the rate of \$1,133,576.96 per month in arrears during the 2nd lease year
 - \$13,735,334.45 per annum at the rate of \$1,144,611.20 per month in arrears during the 3rd lease year
 - \$13,869,381.13 per annum at the rate of \$1,155,781.76 per month in arrears during the 4th lease year
 - \$14,005,089.32 per annum at the rate of \$1,167,090.78 per month in arrears during the 5th lease year
 - \$14,142,485.27 per annum at the rate of \$1,178,540.44 per month in arrears during the 6th lease year
 - \$14,281,595.78 per annum at the rate of \$1,190,132.98 per month in arrears during the 7th lease year
 - \$14,422,448.21 per annum at the rate of \$1,201,870.68 per month in arrears during the 8th lease year
 - \$14,565,070.50 per annum at the rate of \$1,213,755.88 per month in arrears during the 9th lease year
 - \$14,709,491.20 per annum at the rate of \$1,225,790.93 per month in arrears during the 10th lease year

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 Associates XXXIX, L.L.C., a Delaware Limited Liability Company, its Managing Member

BY _____

Brian P. Coulter

(Name)

Managing Member

IN THE PRESENCE OF (witnessed by:)

(Signature)

4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815
(Address)

UNITED STATES OF AMERICA

BY _____

Patricia Connors, Contracting Officer
(Name) (Title)