GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 3	DATE APR - 7 2009
	TO LEASE NO. GS-11B-01966	

ADDRESS OF PREMISES

Potomac Center North
500 12th Street, SW
Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between Potomac North, LLC **whose address is**

c/o The JBG Companies
4445 Willard Avenue, Suite 400
Chevy Chase, MD 20815

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 upon execution by the Government, **as follows:**

This Supplemental Lease Agreement (SLA) is issued to acquire and accept 5,801 BOMA Rentable Square Feet (BRSF) yielding 5,801 BOMA Office Usable Square Feet (BOUSF) of expansion space located on the P-2 level of the building known as Potomac Center North, 500 12th Street, SW, Washington, DC as shown on the attached floor plan. Effective April 1, 2008, the total amount of space under this lease is increased by 5,801 BRSF / 5,801 BOUSF from 93,349 BRSF / 84,815 BOUSF to 99,150 BRSF / 90,616 BOUSF. The term of this expansion space shall be coterminous with the base lease and shall expire on January 16, 2018.

The annual rent for the 5,801 BRSF / 5,801 BOUSF of expansion space shall be $156,278.94 ($26.94 x 5,801 BRSF). Tax and operating cost adjustments as required in Paragraphs 3.4, 3.5, 3.6, and 3.7 of the SFO shall NOT apply to this expansion space. The Government's percentage of occupancy shall remain unchanged at 18.78%. The annual rent of this expansion space does not include any Tenant Improvement Allowance (TIA).

Effective April 1, 2008, the annual rent for the entire space of 99,150 BRSF / 90,616 BOUSF under lease is hereby increased by $156,278.94 from $3,747,974.85 to $3,904,253.79 payable at the rate of $325,354.48 per month in arrears. The Lessor is entitled to a lump sum payment for retroactive rent due for this expansion space effective April 1, 2008 at the rate of $13,023.25 per month.

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

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

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

Lessor: Potomac North, L.L.C., a Delaware limited liability company

By: The Prudential Insurance Company of America, its Sole Member

By: Margot Sorrentino, its Second Vice President

BY (b) (6) [redacted]
(Signature)

Margot Sorrentino
(Typed Name & Title)
Second Vice President

IN THE PRESENCE OF (witnessed by):

(b) (6) [redacted]

8 Campus Dr. Parsippany NJ
(Address)

UNITED STATES OF AMERICA:

BY (b) (6) [redacted]
Joel T. Berelson

Contracting Officer, GSA, NCR, DC Service Center
(Official Title)

(b) (5), (b) (7)(F)