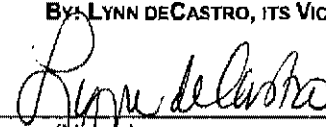

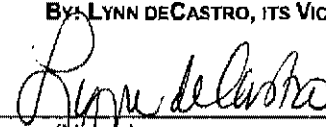

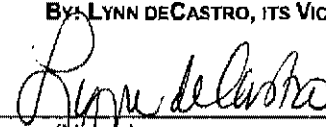

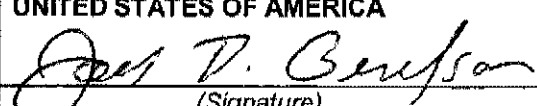
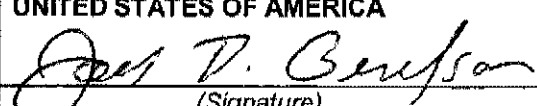
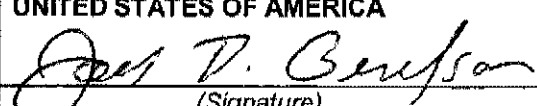


<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b>  No. 1  TO LEASE NO. <b>GS-11B-01934</b>	<b>DATE</b> <b>MAR 27 2007</b>  (Page 1 of 2)				
<b>ADDRESS OF PREMISES:</b>  Potomac Center North 500 12 <sup>th</sup> Street, S.W. Washington, D.C., 20024						
<p>THIS AGREEMENT, made and entered into this date by and between, <b>POTOMAC NORTH, LLC</b></p> <p>Whose address is: c/o The JBG Companies 4445 Willard Avenue, Suite 400 Chevy Chase, MD 20815</p> <p>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>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:</p> <p>1. This Supplemental Lease Agreement is issued to adopt a revised and accelerated Project Schedule for the design, construction, and delivery of the leased premises. The parties hereby adopt and incorporate into the Lease the attached Project Schedule, which consists collectively of (a) a bar chart entitled "PCN Tenant Accelerated", dated March 26, 2007 (<u>Exhibit A</u> hereto), and (b) a memorandum from Hickok Cole Architects dated March 26, 2007 (<u>Exhibit B</u> hereto). The attached Project Schedule shall supersede and replace the Project Schedule included as Exhibit C to the original Lease, which shall be of no further force or effect. The attached Project Schedule shall be the governing schedule for all purposes in connection with this Lease.</p> <p>(Continued on page 2.)</p> <p>All other terms and conditions of the lease shall remain in full force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>						
<p><b>LESSOR: POTOMAC NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY</b> <b>BY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, ITS SOLE MEMBER,</b> <b>BY: LYNN DECASTRO, ITS VICE PRESIDENT</b></p> <table border="0"><tr><td data-bbox="178 1302 730 1470"> (Name)</td><td data-bbox="860 1302 1461 1470">Vice President (Official Title)</td></tr><tr><td data-bbox="113 1470 730 1638"><p>IN THE PRESENCE OF (witnessed by)</p> (Signature)</td><td data-bbox="860 1470 1461 1638">8 Campus Dr. Parsippany NJ 07054 (Address)</td></tr></table>			 (Name)	Vice President (Official Title)	<p>IN THE PRESENCE OF (witnessed by)</p>  (Signature)	8 Campus Dr. Parsippany NJ 07054 (Address)
 (Name)	Vice President (Official Title)					
<p>IN THE PRESENCE OF (witnessed by)</p>  (Signature)	8 Campus Dr. Parsippany NJ 07054 (Address)					
<p><b>UNITED STATES OF AMERICA</b></p> <table border="0"><tr><td data-bbox="113 1659 649 1785"> (Signature)</td><td data-bbox="1071 1701 1299 1785">Contracting Officer (Official Title)</td></tr></table>			 (Signature)	Contracting Officer (Official Title)		
 (Signature)	Contracting Officer (Official Title)					

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**Supplemental Lease Agreement No. 1 to Lease No. GS-11B-01934****Page 2 of 2**

2. The parties hereby agree that Paragraph 2 of the SF2 of the Lease and Paragraphs 3.17(F), (H), and (I) of the lease are hereby amended to provide as follows:
- a. The rent and lease commencement date for the entire leased premises as a unit shall be January 17, 2008. The rent and lease commencement date referred to in this SLA is the time that the abatement of rent referred to in Paragraph 3 of the SF 2 shall commence.
  - b. The rent and lease commencement date set forth above is based on a scheduled date for occupancy of the entire leased premises as a unit, inclusive of installation of all government provided systems furniture and issuance of a certificate of occupancy, of February 28, 2008, and accounts for any and all delays incurred by either party prior to February 7, 2007, in accordance with Paragraph 3.17(F) of the Lease, but not for delays incurred after February 7, 2007.
  - c. The rent and lease commencement date of January 17, 2008 shall be further adjusted for delays incurred after February 7, 2007, which shall be determined in accordance with Paragraph 3.17(F) of the Lease as modified by subparagraphs (d), (e), and (f) below.
  - d. The second full subparagraph of Paragraph 3.17(F) of the Lease is hereby deleted and the following is inserted in lieu thereof: "Should either the Government or the Lessor fail to discharge their responsibilities within the time allocated under the attached Project Schedule, such shall constitute Government or Lessor delay, respectively. Delay by either party shall be offset against early completion of that party's other responsibilities under the attached Project Schedule only to the extent that such early completion results in actual acceleration of the schedule as a whole, but shall not be offset against delay by the other party."
  - e. In the event of Government delay, including but not limited to delays by the Government in procuring and installing systems furniture, the time for Lessor to obtain the certificate of occupancy and achieve Government acceptance of the entire leased premises as a unit, as set forth in the attached Project Schedule, shall be extended one day for each day of Government delay, but the lease and rent commencement date of January 17, 2008 shall not be adjusted.
  - f. In the event of Lessor delay, the rent and lease commencement date of January 17, 2008 shall be extended by one day for each day of Lessor delay.
3. The Government shall pay any actual and reasonable additional design costs required to implement the attached accelerated Project Schedule. Such costs shall be paid, at the Government's discretion, either from the tenant improvement allowance or in lump sum
4. Pursuant to Subparagraph 6 (Q) of the SF2, the Government hereby exercises its option to lease the remainder of the space in the building, all as more fully set forth therein. The exercise of the option shall be documented in a subsequently executed Expansion Space Lease based upon the terms and conditions set forth in Subparagraph 6 (Q) and incorporating the same schedule and terms reflected above.

INITIALS: LD & JTB

LESSOR                      GOVERNMENT