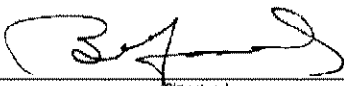
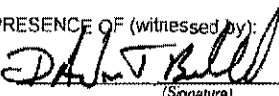
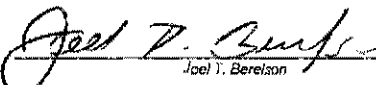


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3 (Page 1 of 2) TO LEASE NO. GS-11B-01477	DATE APR 23 2004
ADDRESS OF PREMISES 1200 New Jersey Avenue, SE Washington, DC		
<p>THIS AGREEMENT, made and entered into this date by and between JBG/Federal Center, L.L.C. 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>This Supplemental Lease Agreement No. 3 ("SLA #3") is issued to amend certain provisions of the above referenced Lease, including certain Schedules attached thereto, in order to facilitate Lessor's ability to obtain cost-efficient financing techniques and maximize the Government's Financing Savings Share in accordance with Section 5.1.4 of the Lease, and in order to reflect certain negotiated changes to the configuration of the Facility. The Lease is hereby amended and restated in its entirety and all Schedules to the Lease are replaced with and superseded by the Schedules attached to the Amended and Restated Lease attached to this SLA #3, including, but not limited to, Schedule 5.4.5.</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>Lessor: JBG/Federal Center, L.L.C. By: JBG/SEFC Investor, L.L.C., its Managing Member By: JBG/Company Manager, L.L.C., its Operating Member</p> <p>BY  <u>Benjamin R. Jacobs, Managing Member</u> (Signature) (Typed Name & Title)</p> <p>IN THE PRESENCE OF (witnessed by):  <u>4445 Willard Avenue, Suite 400</u> (Signature) (Address) <u>Chevy Chase, MD 20815</u></p>		
<p>UNITED STATES OF AMERICA:</p> <p>BY  <u>Contracting Officer, GSA, PBS, DC Service Center</u> (Signature) (Official Title)</p>		

SUPPLEMENTAL LEASE AGREEMENT NO. 3
LEASE NO. GS-11B-01477
PAGE 2 OF 2

The Lessor and the Government acknowledge by authorized signatures hereto that the attached Project Schedule includes dates that have been updated to reflect agreed to dates between the Lessor and the Government as of the date hereof. No delay shall be attributable to either the Lessor or the Government with respect to actual deliverables, milestones, or activities which occurred prior to the date hereof, and the Project Schedule attached to this SLA #3 shall be determinative as of the date hereof. Any and all delay by either the Lessor or the Government prior to the date hereof is hereby waived.

Nothing herein is intended to amend Lessor's status as successor lessor to JBG/SEFC Venture, L.L.C. ("Venture") pursuant to SLA #2, by and between Lessor and the Government, dated as of even date herewith, nor does this SLA #3 amend or abrogate the continuing obligations of Venture as set forth in that certain Novation Agreement, by and between Lessor, Venture and the Government, also dated as of even date herewith.

The Government also hereby acknowledges a new payee under the Lease as follows:

New Payee:

[REDACTED]

Payee Account Information

[REDACTED]

INITIALS	
Lessor	Gov't
J	B