

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 5

JUL 06 2009

TO LEASE NO.

GS-11B-01934

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:

1. Lessor has, at the Government's request, installed certain above-standard building equipment on portions of the
1st and 3rd floors of the Premises. Separate meters have been installed to monitor the electricity consumed to
operate such equipment. All electricity costs for the above-standard equipment shall be paid to the Lessor by the
Government in accordance with the terms of this Supplemental Lease Agreement (SLA).

(Continued on following page.)

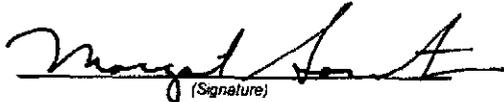
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor: Potomac North, LLC, a Delaware limited liability company

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

By: Margot Sorrentino, its Second Vice President

BY


(Signature)

(Typed Name & Title)

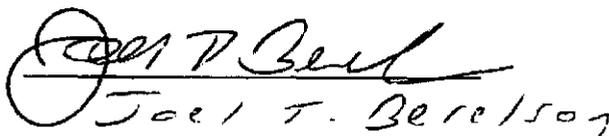
IN THE PRESENCE OF (witnessed by):


(Signature)

(Address)

UNITED STATES OF AMERICA:

BY


Joel T. Berelson

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

2. The Government shall pay to the Lessor the actual costs of all electricity for the above-standard equipment, on a quarterly basis, via lump sum payment. Not less than thirty (30) days prior to the beginning of each fiscal year (October 1 – September 30), Lessor shall provide the Government with a written estimate of the costs for all the above standard equipment for the upcoming fiscal year for budgeting purposes. The Government shall reimburse Lessor each quarter in an amount equal to the actual amount of the utility usage upon receipt of an invoice including copies of the actual electric bills.

3. After full execution of this SLA, the Government shall pay the Lessor a single, lump sum payment in the amount of \$102,240.00, which amount reflects the total electricity costs for the above-standard equipment from the date of its installation, through May 15, 2009.

4. It is estimated that the cost for above standard equipment for the remainder of fiscal year 2009 (i.e., ending September 30, 2009), shall be \$92,778.00. The Government shall make two additional payments for the last two quarters of fiscal year in accordance with the terms set forth in Paragraph 2 of this SLA.