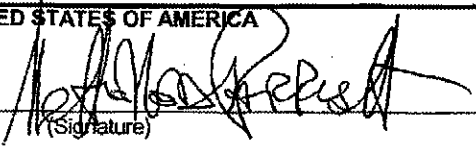


<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b> No. 12 <b>TO LEASE NO. LDC01260</b>	<b>DATE</b> <b>MAY 02 2006</b>
<b>ADDRESS OF PREMISES</b> Potomac Center 550 12th Street SW Washington, DC 20472-0001		
THIS AGREEMENT, made and entered into this date by and between JBG Potomac South, L.L.C.  whose address is: 4445 Willard Ave. Chevy Chase, MD 20815-3690		
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 covenant and agree that the said lease is hereby amended effective <b>4/1/2006</b> as follows.		
Issued to reflect the annual operating cost escalation provided for in the base lease agreement.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Cost for Services/Utilities % Increase in CPI-W Annual Increase In Operating Cost Less Previous Escalation Paid Annual Increase In Operating Cost Due Lessor	March 2005 March 2006      	188.60 195.30 \$2,043,145.14 \$0.035524920 \$72,582.57 \$0.00 \$72,582.57
Effective <b>4/1/2006</b> the annual rent is increased by The new annual rent is \$10,922,065.09 payable at the rate of per month.		\$72,582.57 \$910,172.09
The rent shall be made payable JBG Potomac South, L.L.C. The JBG Companies 4445 Willard Avenue Chevy Chase, Md. 20515-3690		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<b>LESSOR: JBG Potomac South, L.L.C</b>		
BY _____ (Signature) _____ (Title) _____		
IN THE PRESENCE OF  _____ (Signature) _____ (Address) _____		
<b>UNITED STATES OF AMERICA</b>  BY  (Signature) _____		
_____ Contracting Officer, GSA, NCR, PBS, DC Service Center (Official Title)		