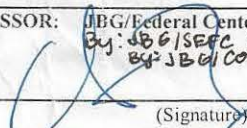
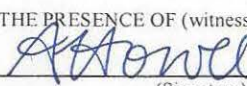
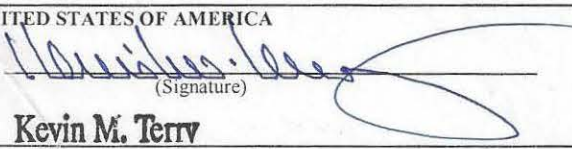


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|---|---|--|
| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>SUPPLEMENTAL LEASE AGREEMENT</b>  | <b>SUPPLEMENTAL AGREEMENT</b><br><br>NO. 28   | <b>DATE</b><br><br><b>JAN - 9 2012</b> |
|   |   | TO LEASE NO.<br>GS-11B-01477           |
| ADDRESS OF PREMISES      1200 New Jersey Ave, SE<br>Washington, DC 20003  |   |  |
| THIS AGREEMENT, made and entered into this date by and between:      JBG/Federal Center, LLC<br>whose address is:      c/o The JBG Companies<br>4445 Willard Avenue<br>Suite 400<br>Chevy Chase, Maryland 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,<br>effective upon execution of the Government, as follows:                         |   |  |
| Pursuant to Lease Section 6.12.2, (a), Carpet Replacement and 6.12.2, (d), Painting, all the parties have agreed to:  |   |  |
| <b>1) Defer the cyclical paint from year five (5) to year seven (7) and;</b>  |   |  |
| <b>2) Accelerate the carpet replacement from year eight (8) to year seven (7).</b>  |   |  |
| This is to reflect a change in the required cyclical obligations under the Lease for painting and the replacement of carpet, which<br>shall take place concurrently.  |   |  |
|   |   |  |
| All other terms and conditions of the lease shall remain in full force and effect.<br>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.  |   |  |
| <b>LESSOR:</b> JBG/Federal Center, LLC<br>By: JBG/SEFC Investor, LLC, its managing member<br>By: JBG/Company Manager, LLC, its managing member  |   |  |
| BY <br>(Signature)<br><u>Steve Bonagei</u><br>(Print Signature)  | <u>Authorized Signatory</u><br>(Title)  |  |
| IN THE PRESENCE OF (witnessed by : )  |   |  |
| <br>(Signature)  | _____<br>(Title)  |  |
| <u>Allie Howell</u><br>(Print Signature)  |   |  |
| <b>UNITED STATES OF AMERICA</b>   |   |  |
| BY <br>(Signature)<br><b>Kevin M. Terry</b>  | _____<br>Contracting Officer<br>GSA, NCR, PBS, Real Estate Division<br>(Official Title) |  |