

SUPPLEMENTAL LEASE AGREEMENT

Number
51

APR 30 2008

TO LEASE NO.

GS-11B-20715

ADDRESS OF PREMISES:

Franklin Court
1099 14th Street, NW
Washington, DC 20005

THIS AGREEMENT, made and entered into this date by and between, Franklin Court, Inc.

Whose address is: c/o Morgan Stanley
US RE Investing Division
3424 Peachtree Rd NE, Suite 800
Atlanta, GA 30326

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 complete execution hereof, as follows:

This Supplemental Lease Agreement ("SLA") is being entered into by the parties to renew the Lease for a firm term of five (5) years and to provide the terms and conditions of such renewal.

1. Notwithstanding any and all terms of the Lease pertaining to the Second Renewal Option of the Lease, the Government hereby exercises the second of its five-year renewal options for 276,032 rentable square feet (223,947 usable square feet) of office and related space (see Exhibit-B "Space Blocking"), as provided in Paragraph 5 of the Standard Form 2 of the Lease, subject to the terms and conditions contained in this SLA.
2. As of June 25, 2008, Paragraph 2 of the Standard Form 2 of the Lease shall be deleted in its entirety and the following is inserted in its place:
"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 25, 2008 through June 24, 2013, subject to termination and renewal rights as may be hereinafter set forth."
3. Paragraph 3 of the Standard Form 2 of the Lease is hereby deleted in its entirety and the following is inserted in its place: "The Government shall pay to the Lessor annual rent of \$12,421,440.00 (based on \$45.00 per rentable square foot), commencing on June 25, 2008 and payable at the rate of \$1,035,120.00 per month in arrears. Rent checks shall be payable to: Franklin Court, Inc., pursuant to Lessor's Standard Form 3881.
4. The rent paid by the Government to the Lessor pursuant to Paragraph 3 above shall be increased annually at a rate of \$0.30 per rentable square foot, commencing on June 25, 2009 and on each anniversary of such date thereafter during the renewal term set forth in Paragraph 2 above, and said escalation shall be exclusive of any escalation of operating costs, as provided herein.
5. Effective June 25, 2008, the Lessor shall assume maintenance of Above Standard Items and Supplemental Equipment maintenance as described in Exhibit "A" to SLA #34 of this Lease. The Government shall have no obligation to pay to the Lessor any amount in excess of the agreed upon operating costs for the maintenance and repair of these items.
6. Subsequent to the execution of this SLA, and at the earliest date practicable, the Lessor and Government shall execute a subsequent SLA under which the responsibility for the retention and cost of providing daytime lobby security guard services pursuant to SLA No. 4 shall be transferred to the Government. Such SLA shall require Lessor's consent to the placement of said security services in common areas and lobbies, with such consent not to be unreasonably withheld, conditioned, or delayed. An SLA shall be executed to memorialize this change and Government shall thereafter be relieved for its obligation to provide monthly payments, in excess of rent, for those services.
7. The base year operating cost shall be re-established as \$1,943,859.96 (\$8.68 PUSF) for the lease year June 25, 2008, to June 24, 2009, and shall thereafter be subject to annual escalations as set forth in this Lease.
8. Pursuant to the Tax Adjustment Clause, the "base year taxes" shall be the taxes paid during the term of June 25, 2008, to June 24, 2009. The parties agree, notwithstanding any other provision of the Lease or information provided by Lessor to the Government, that the percentage of occupancy by the Government for application of the Tax Adjustment

9. The Annual Rent set forth in paragraph 3 includes a Tenant Improvement Allowance (TIA) in the amount of \$5,598,675.00 (\$25.00 PUSF) which shall become available for use by the Government within 90 days of complete execution of this SLA. The Government shall have the full latitude to use such Tenant Improvement funds in any manner associated with any Government-expense connected with this Lease, including but not limited to the funding of tenant improvements.

10. All tenant improvements performed by Lessor or its representatives, shall be subject to the following: markup & fees for tenant alteration hard construction costs, and any other services contracted for through Lessor inclusive of Lessor's Profit & Overhead and General Contractor's Profit & Overhead, shall not exceed an aggregate total of 20%. Permits and General Conditions shall not be subject to any markup or fees, nor for Change Orders, but only to the extent they result in a net increase to construction costs. Equitable adjustments for deleted work shall include credits for overhead and profit. No additional markup & fees are permissible to the Profit & Overhead portion of any first tier subcontractor charges by either the General Contractor and/or Lessor. All third party invoices on contracts for which the Government contracts directly, rather than through Lessor, for which the Government requests payment from the tenant allowance shall not be subject to the above stated markup & fees, but rather charged a flat \$100.00 service fee per invoice. In the event Lessor is unable to competitively secure a general contractor proposal to complete Government requested tenant improvements within the aforementioned markup for overhead and profit, the Government shall pay the actual cost of overhead and profit of the lowest bidder for the work.

11. Lessor agrees, to the extent Addendum #1 provides a different performance standard for operation of the HVAC system for any space subject to this Lease different than other provisions of this Lease, that Addendum #1 shall apply, thereby establishing the performance standard for the operation of the HVAC. Where discrepancies between ADDENDUM # 1 and SFO #91-067 exist, the requirement which maximizes tenant comfort shall prevail.

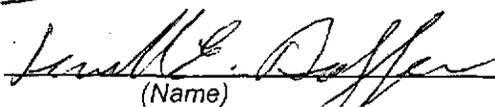
12. Lessor acknowledges Government's entitlement, at its cost, to the installation of security improvements to meet the security requirements set forth in Addendum #2 of this SLA. Security improvements associated with the common areas or lobbies, shall require the Lessor's consent, with such consent not to be unreasonable withheld, conditioned, or delayed. Upon expiration or termination of this Lease, Government shall remove all security improvements in the common areas or lobbies and restore the premises to the condition existing at the execution of this SLA, exclusive of normal wear and tear.

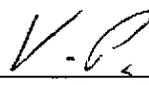
13. Except as expressly amended by this SLA, all other terms, conditions, and provisions of the Lease are hereby ratified and confirmed and shall continue in full force and effect.

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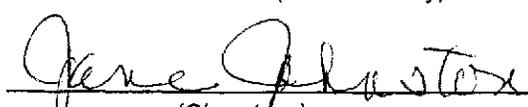
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: FRANKLIN COURT, INC.


(Name)

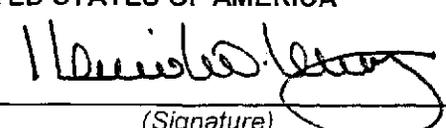

(Official Title)

IN THE PRESENCE OF (witnessed by)


(Signature)

3424 Peachtree Rd. Ste. 900
Atlanta (Address) GA 30326

UNITED STATES OF AMERICA


(Signature)
Kevin M. Terry

Contracting Officer
(Official Title)