

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

No. 53

DATE

OCT 22 2008

TO LEASE NO. GS-11B-30168

ADDRESS OF PREMISES Union Center Plaza IV
888 First Street, NE
Washington, DC 20426

THIS AGREEMENT, made and entered into this date by and between: ROSCHE, 888 FIRST STREET, NE, LLC
C/O UCP Management Corp.
whose address is: 840 First Street, NE
Suite 2500
Washington, DC 20002

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 as of September 30, 2008 as follows:

This Supplemental Lease Agreement (SLA) No. 53 to Lease Number GS-11B-30168, is hereby issued to address the following 16 items and the parties agreements clarifying various items which originally were intended to be carried out during or prior to the 10th year of the lease term. This SLA 53 supplements and is to be read in conjunction with SLA 40, which also addressed various cyclical work items required by the lease.

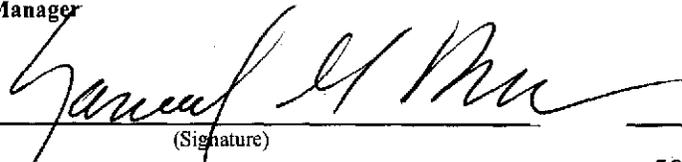
1. The Lessor shall provide a credit to the Government for the non-painting of public spaces in 2007 in the amount of [REDACTED]. The Lessor shall provide a credit to the Government for the non-painting of various office and public spaces in 2010 in the amount of [REDACTED].
2. The credits identified in Paragraph 1 above shall be deemed to fully satisfy the Lessor's 2007 and 2010 repainting obligations under the Lease. The Lessor's repainting obligations under the Lease shall resume with public space repainting in 2013.
3. The Government shall be responsible for and shall pay to the Lessor the additional cost of carpet removal resulting from the price increase from 2005 until the date of this SLA in the total amount of [REDACTED]. The base cost of the carpet removal shall be the obligation of the Lessor.
4. The Government shall be responsible for and shall pay to the Lessor the additional cost for broadloom carpet and carpet tile recycling in the total amount of [REDACTED].
5. The Government shall be responsible for and shall pay to the Lessor the additional cost to upgrade the original carpet glue to green glue in the total amount of [REDACTED].
6. The Government shall be responsible for and shall pay to the Lessor for additional supervision and for the cost to have upgraded CAD drawings prepared in the total amount of [REDACTED].
7. The cost of the installation of broadloom carpet with custom borders and blocks will be the sole responsibility of the Government in the total amount of [REDACTED]. See Attachment A for details on the cost break out.
8. The Government shall be responsible for and shall pay to the Lessor the cost for carpet tile replacement in the total amount of [REDACTED].
9. The Lessor shall provide a credit to the Government for 34oz carpet in the amount of [REDACTED].
10. The Government shall be responsible for and shall pay to the Lessor the cost for the increased cost to upgrade the vinyl base to rubber base in the total amount of [REDACTED].
11. Attachment B confirms office space which is not to be re-painted by the Lessor as part of the re-painting to be provided by the Lessor in accordance with this SLA 53. The Lessor shall provide a credit to the Government in the amount of [REDACTED] in consideration of this reduction in the scope of the re-painting.
12. The Government shall be responsible for and shall pay to the Lessor the cost for the purchase plastic bins for personal effects in a total amount of [REDACTED]. While SLA 38 originally stated that the Government would provide the bins, an agreement has now been made that the Lessor will provide these bins at the Government's cost.
13. The Lessor shall provide 4% of the total amount of carpet being provided pursuant to this to be stored as attic stock.
14. The ceiling tile and ceiling grid credits granted to the Government by the Lessor pursuant to items 1 and 2 of SLA 40 in the total amount of [REDACTED] shall be applied toward the Government's cost of carpet replacement as outlined in this SLA.
15. The Government is due a credit for painting not included above and completed by [REDACTED] prior to September 30th, 2008. The parties agree to work in good faith to establish this credit by November 17, 2008. Credit will only be considered for those areas where documentation of the painting work completed is provided by November 17, 2008.
16. Should the Government elect to reduce the amount the carpet being provided by the Lessor and paid for by the Government as provide in Item 7 above, the amount in item 7, [REDACTED], will be adjusted to reflect the reduced quantity of above SFO standard carpet being provided. This shall occur, if at all by, November 17, 2008.

The lump sum amount owed by the Government to the Lessor for the carpet replacement and related work as outlined above is agreed to be **\$2,014,538.00**. This amount less the credits due from the Lessor to the Government of **\$1,350,430.00** as outline above for a total of **\$664,108.00** shall be paid by the Government to the Lessor as the re-carpeting work progresses. The Government and Lessor acknowledge that the re-carpeting work will commence after the execution of this SLA and the schedule has been confirmed by [REDACTED], the Lessor and GSA.

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.

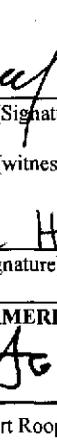
LESSOR: Rosche/888 First Street, NE, LLC, a Delaware limited liability company, by: WDC One GP, Inc., a Delaware corporation, its Manager

BY 
(Signature)

PRESIDENT

(Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)

5301 Wisconsin Ave, NW
Suite 510
Washington, DC 20015

(Address)

UNITED STATES OF AMERICA

BY 
Robert Roop

Contracting Officer
GSA, NCR, PBS, WPZ
(Official Title)