

SUPPLEMENTAL LEASE AGREEMENT

53

APR 15 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: Morgan Stanley, US RE Investing Division, 3424 Peachtree Rd NE, Suite 900, 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 consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

This SLA is issued to memorialize (i) in accordance with Paragraph 6 of Supplemental Lease Agreement (SLA) No. 51, the discontinuance of the Lessor's obligation to provide security guard services and the Lessor's acceptance of the Government's [REDACTED] provided by the [REDACTED], (ii) satisfaction of the Lessor's obligations under the Solicitation for Offers (SFO) of the Lease with respect to repainting of painted surfaces (see, for example, Paragraph 5.3), and (iii) satisfaction of the Lessor's obligations under the SFO with respect to replacement of carpet or resilient flooring (see, for example, Paragraph 5.12).

1. The Lessor shall provide to the Government a one-time lump sum credit in the amount of \$191,619.30 for the Government's overpayment for [REDACTED] from April 1, 2007 through June 25, 2008. The overpayment amount was calculated by multiplying [REDACTED] by 14 months ([REDACTED]) plus a daily rate of [REDACTED] multiplied by 24 remaining days ([REDACTED]), for a total of \$191,619.30. The Lessor's payment of such amount shall be in complete satisfaction of any claim by the Government that is in any way related to security guard services or any cost related thereto. The Government hereby waives the right to seek any redress from the Lessor with respect to [REDACTED] or any cost related thereto.

2. The Tenant Improvement Allowance of \$5,598,675.00 (\$25.00 PUSF), which has been provided by the Lessor to the Government as agreed upon in Paragraph 9 of SLA No. 51, was provided in full satisfaction of (i) the Lessor's obligation under of the SFO to repaint painted surfaces and (ii) the Lessor's obligation under the SFO to replace carpet and resilient flooring. As such, the Lessor has no obligation to (i) repaint any painted surfaces or (ii) replace any carpet or resilient flooring, in the leased premises or otherwise at any time during the remaining term of the Lease (as such term may be extended).

(Continued on P. 2)

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: Franklin Court, Inc.

BY

(Signature)

Vice President.

(Title)

IN THE PRESENCE OF (witnessed by)

(Signature)

(Address)

UNITED STATES OF AMERICA

Stephanie J. Mayo

Contracting Officer, GSA
(Official Title)

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This document will not constitute a requirement for payment until the date of execution by the Government. As a result, no amount whatsoever is due under this agreement until thirty (30) days after the date of execution. Any amount due hereunder will not bear interest until that time.

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