

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
NO. 24

DATE 1/20/2000  
APR 4 2000

SUPPLEMENTAL LEASE AGREEMENT

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 Lend Lease Real Estate Investments, Inc.  
600 14th Street, NW, Suite 725  
Washington, DC 20005

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  
Lease is amended, effective upon complete execution, as follows:

Issued to in connection with a Novation Agreement (copy attached) to reflect a change in the Lessor as a  
result of the transfer of the building in which the leased premises are located and the assignment of this  
lease to such new Lessor.

The name and address of the Lessor (and the address to which rent checks shall be sent) is now:

FRANKLIN COURT, INC  
c/o Lend Lease Real Estate Investments, Inc.  
600 14th Street, NW, Suite 725  
Washington, DC 20005

The prior Lessor hereby executes this SLA to confirm its agreement  
to the amendment of this Lease as provided above.

PW/MS OP SUB I, LLC.

By:

Robert Marti  
Robert Marti

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:

Brenda E. McKinney  
(Signature)

IN PRESENCE OF

With [Signature]  
(Signature)

Brenda E. McKinney  
Vice President  
(Title)

c/o Lend Lease  
600 14th Street, NW, Suite 725  
Washington DC 20005  
(Address)


UNITED STATES OF AMERICA

By:

[Signature]  
(Signature)

W.C. FULLER, SR.  
CONTRACTING OFFICER  
Contracting Officer, GSA  
(Official Title)

**NOVATION AGREEMENT**

**PW/MS OP SUB I, LLC** ("Transferor"), c/o Gale & Wentworth, LLC, Park Avenue at Morris County, 200 Campus Drive, Suite 200, Florham Park, New Jersey 07932, **FRANKLIN COURT, INC.**, a Florida corporation ("Transferee"), and the **UNITED STATES OF AMERICA** ("Government"), acting by and through the General Services Administration, Property Acquisition and Realty Services Division, hereby enter into this Novation Agreement as of the ~~14th day of December, 1999~~ **APR 4 2000** 

**THE PARTIES AGREE TO THE FOLLOWING FACTS:**

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into a certain contract (the "Lease") with the Transferor, namely:

Lease For Real Property, GS-11B-20715 dated 6/24/92, as amended by Supplemental Lease Agreements 1 - 17, with respect to certain premises (the "Premises") which are located at 1099 14th Street, Washington, D.C. 20005 and known as the Franklin Court Building.

(2) Prior to the date of this Novation Agreement, the Transferor has transferred to the Transferee, all of Transferor's rights in and to the Lease by virtue of various instruments, including, but not limited to an Assignment of Lease between the Transferor and the Transferee.

(3) The Transferee has acquired all of the rights of the Transferor under and pursuant to the Lease by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The Transferee is in a position to perform fully all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party of the Transferor under the Lease.

(7) Evidence of the above transfer has been provided to the Government.

**IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:**

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that Transferor now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Transferor's obligations under the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee ratifies all previous actions taken by the Transferor and the Government

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease and shall look to the Transferee for performance of the Lessor's obligations under the Lease. The Transferee, by this Agreement, shall be entitled to all right, title, and interest of the Transferor in and to the Lease, as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor", as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease to the extent of the actions taken and the amounts paid or reimbursed. All payments and reimbursements made by the Government which occur within 90 days after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government, in the absence of the transfer or this Agreement, would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Lease shall remain in full force and effect except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Novation Agreement as of the date set forth above.

TRANSFEROR:

PW/MS OP SUB I, LLC, a Delaware limited liability company,

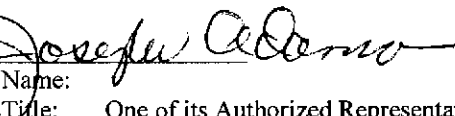
By: 

Name: Kathleen Wielkopolski

Title: One of its Authorized Representatives

I \_\_\_\_\_, certify that I am an Authorized Representative of PW Acquisitions Corp.; that Kathleen Wielkopolski, who signed this Agreement for this corporation, was then an Authorized Representative of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand this \_\_\_\_ day of December, 1999

By: 

Name:

Title: One of its Authorized Representatives

TRANSFeree:

FRANKLIN COURT, INC., a Florida corporation

By: 

Name: Brenda E. McKinney

Title: Vice President

I James W. Horton, certify that I am the Asst. Secretary of Franklin Court, Inc.; that Brenda E. McKinney who signed this Agreement for this corporation, was then the Vice President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand this 29 day of February, 2000  
~~December, 1999~~

By: 

Name: James W. Horton

Its: Assistant Secretary

GOVERNMENT:

UNITED STATES OF AMERICA

By: 

Contracting Officer,  
General Services Administration

APR 4 2000