

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 13 TO LEASE NO. GS-11B-LVA80671	DATE 9/12/05
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ADDRESS OF PREMISES:

Approximately 14.77968 acres in the city of Alexandria, Virginia as more particularly described on Schedule 2.1.B attached to the Lease.

THIS AGREEMENT, made and entered into this date by and between LCOR Alexandria, L.L.C.,

whose address is:

c/o LCOR Incorporated
6550 Rock Spring Drive, Suite 280
Bethesda, MD 20817

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the Government has agreed to remove the Government's right to maximum purchase option price caps and to temporarily waive the Government's Right of First Offer; and,

WHEREAS, in exchange for these agreements by the Government, the parties hereto have further agreed to amend the Lease to (i) modify the purchase option to clarify that the definition of the property subject to the purchase option includes the Site and to make certain other modifications to the purchase option provisions of the Lease, (ii) modify the renewal rate for years 31 through 40 from 95% of the then prevailing fair market rent to 90% of the then prevailing fair market rent and to add an agreed improvement allowance to be provided by Lessor if such option is exercised in the amount of \$126,000,000.00, (iii) provide for a right in favor of GSA to assume and exercise any of the then remaining renewal options under the [REDACTED] Lease (as hereinafter defined) in the event [REDACTED] elects not to exercise such options, and (iv) confirm Lessor's obligation to complete all punchlist work, obtain permanent Certificates of Occupancy for each Building, and complete the site work for the entire project.

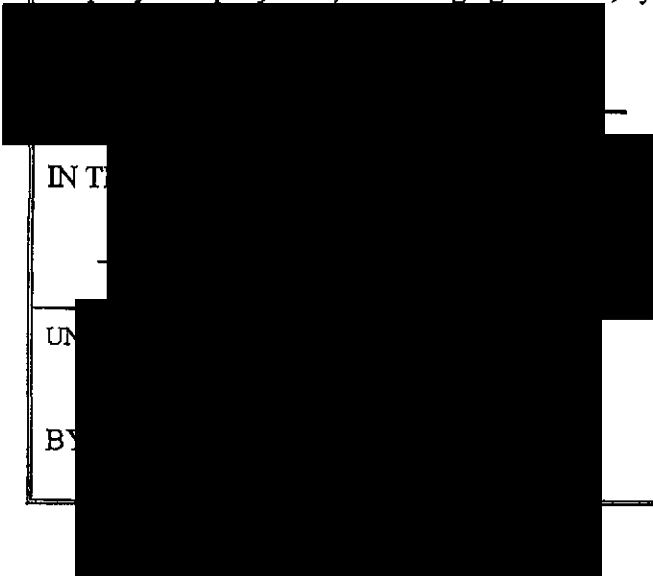
NOW THEREFORE, these parties, for the considerations hereafter mentioned, covenant and agree that the said lease is amended effective as of the date of full execution of this SLA, as follows:

SEE Continuation Pages (3 pages) and Attachment A (revised purchase option provisions) and Attachment B (punch lists) for additional provisions of this SLA.

This Lease as previously modified and amended by SLAs 1 - 12 and as modified and amended by this SLA No. 13 remains in full force and in effect.

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

LESSOR: LCOR ALEXANDRIA L.L.C., by LCOR PTO Headquarters LLC., its Managing Member, by LCOR Property Company LLC, its Managing Member, by LCOR Public/Private L.L.C., its Managing Member



Executive Vice President

(Title)

(Address)

Contracting Officer, GSA, NCR, PBS

(Official Title)

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