

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 35 TO LEASE NO. GS-11B20715	DATE
---	--	------

ADDRESS OF PREMISES Franklin Court
1099 14th Street
Washington, DC 20005

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

whose address is: Franklin Court, Inc.
C/O Lend Lease Re. Inv., 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 covenant and agree that the said lease is hereby amended effective June 25, 2003 as follows:

issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	1993	141.90
Corresponding Index	2003	179.40
Base Operating Cost Per Lease		\$1,437,424.15
% Increase in CPI-W		0.264270613
Annual Increase in Operating Cost		\$379,868.96
Less Previous Escalation Paid		\$343,401.54
Annual Increase in Operating Cost Due Lessor		\$36,467.42

Effective June 25, 2003, the annual rent is increased by \$36,467.42
The new annual rent is \$11,861,101.97 payable at the rate of \$988,425.16 per month.

The rent shall be made payable to: Franklin Court, Inc.
C/O Lend Lease Re. Inv., Inc.
600 14th Street, NW - Suite 725
Washington, DC 20005

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) _____ (Title)

IN THE PRESENCE OF

(Signature) _____ (Address)

UNITED STATES OF AMERICA

BY Marilyn Jenkins 9-26-03 (Signature) Contracting Officer, GSA, NCR, PBS, Potomac (Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 35-Revised TO LEASE NO. GS-11B-20715	DATE																																																																			
ADDRESS OF PREMISES Franklin Court 1099 14th Street Washington, DC 20005																																																																					
THIS AGREEMENT, made and entered into this date by and between Franklin Court, Inc. whose address is: Franklin Court, Inc. c/o Lend Lease Re., Inv., 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 covenant and agree that the said lease is hereby amended effective June 25, 2003 as follows:																																																																					
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement. This revised escalation is to correct the Base Operating Cost.																																																																					
<table style="width:100%; border-collapse: collapse;"> <tr><td style="width:40%;">Base (CPI-W-U.S. City Avg)</td><td style="width:10%;">May</td><td style="width:10%;">1993</td><td style="width:40%; text-align: right;">141.90</td></tr> <tr><td>Corresponding Index</td><td>May</td><td>2003</td><td style="text-align: right;">179.40</td></tr> <tr><td>Base Operating Cost Per Lease</td><td></td><td></td><td style="text-align: right;">\$1,437,424.15</td></tr> <tr><td>% Increase in CPI-W</td><td></td><td></td><td style="text-align: right;">0.264270613</td></tr> <tr><td>Annual Increase In Operating Cost</td><td></td><td></td><td style="text-align: right;">\$379,868.96</td></tr> <tr><td>Less Previous Escalation Paid</td><td></td><td></td><td style="text-align: right;">\$343,401.54</td></tr> <tr><td>Annual Increase In Operating Cost Due Lessor</td><td></td><td></td><td style="text-align: right;">\$36,467.42</td></tr> <tr><td colspan="4"> </td></tr> <tr><td>Base (CPI-W-U.S. City Avg)</td><td>May</td><td>1993</td><td style="text-align: right;">141.90</td></tr> <tr><td>Corresponding Index</td><td>May</td><td>2003</td><td style="text-align: right;">179.40</td></tr> <tr><td>Base Operating Cost Per Lease</td><td></td><td></td><td style="text-align: right;">\$1,481,761.01</td></tr> <tr><td>% Increase in CPI-W</td><td></td><td></td><td style="text-align: right;">0.264270613</td></tr> <tr><td>Annual Increase In Operating Cost</td><td></td><td></td><td style="text-align: right;">\$391,585.89</td></tr> <tr><td>Less Previous Escalation Paid</td><td></td><td></td><td style="text-align: right;">\$343,401.54</td></tr> <tr><td>Annual Increase In Operating Cost Due Lessor</td><td></td><td></td><td style="text-align: right;">\$48,184.35</td></tr> <tr><td>Amount Paid to Lessor Per SLA No. 35</td><td></td><td></td><td style="text-align: right;">\$36,467.42</td></tr> <tr><td>Annual Rent increased by:</td><td></td><td></td><td style="text-align: right;">\$11,716.93</td></tr> </table>	Base (CPI-W-U.S. City Avg)	May	1993	141.90	Corresponding Index	May	2003	179.40	Base Operating Cost Per Lease			\$1,437,424.15	% Increase in CPI-W			0.264270613	Annual Increase In Operating Cost			\$379,868.96	Less Previous Escalation Paid			\$343,401.54	Annual Increase In Operating Cost Due Lessor			\$36,467.42					Base (CPI-W-U.S. City Avg)	May	1993	141.90	Corresponding Index	May	2003	179.40	Base Operating Cost Per Lease			\$1,481,761.01	% Increase in CPI-W			0.264270613	Annual Increase In Operating Cost			\$391,585.89	Less Previous Escalation Paid			\$343,401.54	Annual Increase In Operating Cost Due Lessor			\$48,184.35	Amount Paid to Lessor Per SLA No. 35			\$36,467.42	Annual Rent increased by:			\$11,716.93	
Base (CPI-W-U.S. City Avg)	May	1993	141.90																																																																		
Corresponding Index	May	2003	179.40																																																																		
Base Operating Cost Per Lease			\$1,437,424.15																																																																		
% Increase in CPI-W			0.264270613																																																																		
Annual Increase In Operating Cost			\$379,868.96																																																																		
Less Previous Escalation Paid			\$343,401.54																																																																		
Annual Increase In Operating Cost Due Lessor			\$36,467.42																																																																		
Base (CPI-W-U.S. City Avg)	May	1993	141.90																																																																		
Corresponding Index	May	2003	179.40																																																																		
Base Operating Cost Per Lease			\$1,481,761.01																																																																		
% Increase in CPI-W			0.264270613																																																																		
Annual Increase In Operating Cost			\$391,585.89																																																																		
Less Previous Escalation Paid			\$343,401.54																																																																		
Annual Increase In Operating Cost Due Lessor			\$48,184.35																																																																		
Amount Paid to Lessor Per SLA No. 35			\$36,467.42																																																																		
Annual Rent increased by:			\$11,716.93																																																																		
Effective June 25, 2003 , the annual rent is increased by \$11,716.93 The new annual rent is \$11,872,818.90 payable at the rate of \$989,401.58 per month.																																																																					
The rent shall be made payable to: Franklin Court, Inc. c/o Lend Lease Re., Inv., Inc. 600 14th Street, NW Suite 725 Washington, DC 20005																																																																					
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) _____ (Title)																																																																					
IN THE PRESENCE OF _____ (Signature) _____ (Address)																																																																					
UNITED STATES OF AMERICA BY <u>Marilyn Jenkins</u> <u>2-24-04</u> Contracting Officer, GSA, NCR, PBS, Potomac Service Center (Signature) (Official Title)																																																																					