

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

34 (Revised)

DATE

July 23, 2003

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

And whose interest in the property hereinafter described is that of the Owner, 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 June 25, 2003, as follows: (This SLA #34 (Revised) is issued to supercede SLA #34 dated July 23, 2003.)

This Supplemental Lease Agreement (SLA) is issued to reflect a FIVE-YEAR RENEWAL TERM for 234,760 net usable square feet of office and related space located on partial concourse level, partial 5th floor and full 6th floor, 7th floor, 8th floor, 9th floor, 10th floor, and the 11th floor of the building.

1. Paragraph 2 of the Standard Form 2 of the base lease is amended as follows:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 25, 2003 through June 24, 2008, subject to termination and renewal rights as may be hereinafter set forth."

2. Paragraph 3 of the Standard Form 2 of the base lease is amended as follows:

"The Government shall pay the Lessor annual rent of \$11,824,634.55 [based on a rate of \$48.00 per net usable square foot plus i) [REDACTED] for [REDACTED] per SLA #4 of this lease; ii) [REDACTED] for extra cleaning service per SLA #10 of this lease; iii) \$29,162.00 for Above Standard Items and Supplemental Equipment maintenance per Exhibit "A" of this SLA; and iv) \$343,401.54 for accrued escalations to the existing base year operating costs of the initial lease term] payable at the rate of \$985,386.21 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to: Franklin Court, Inc., c/o Lend Lease Real Estate Investments, Inc., 600 14th Street, NW, Suite 725, Washington, DC 20005."

3. During the RENEWAL TERM and in addition to annual rent outlined herein this SLA, the Government shall continue to pay the Lessor, pursuant to the terms and conditions outlined in the base lease, as applicable, i) its prorata share of BID (Business Improvement District) taxes for the building; ii) annual adjustments to the existing real estate tax base of the initial lease term; and iii) annual adjustments to the existing base year operating costs.

4. The annual rent stated herein does not include the cost of daytime janitorial service except for the additional cleaning services pursuant to SLA #10 of this Lease at a rate of [REDACTED] per annum.

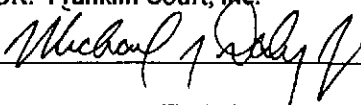
(This SLA continued on Page 2.)

All other terms and conditions of the lease shall remain in force and in 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:)



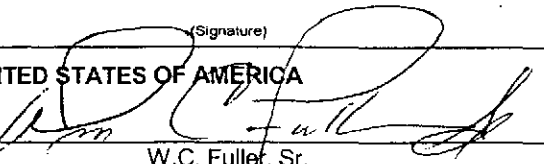
(Signature)

600 14th St. NW, Wash., DC

(Address)

UNITED STATES OF AMERICA

BY



W.C. Fuller, Sr.

(Signature)

Contracting Officer, GSA

(Official Title)

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SUPPLEMENTAL LEASE AGREEMENT #34 (Revised)
TO GSA LEASE #GS-11B-20715

5. Notwithstanding anything to the contrary in the Lease or the SFO, the term "Above Standard Items and Supplemental Equipment" shall mean each of the items listed on Exhibit "A" attached hereto, which for purposes of this definition Lessor and Government agree is a list of (i) the alterations or improvements made by the Government (or the Lessor on behalf of the Government) to the Premises during the prior lease term(s), including initial tenant improvements, which at the time of the installation exceed the standard performance specifications set forth in the SFO, and (ii) the supplemental equipment located within the Premises as of the date of this Supplemental Lease Agreement. The Lessor shall maintain, repair and replace the Above Standard Items and Supplemental Equipment listed in Exhibit "A" in good repair and tenantable condition during the term of the renewal period described above; provided, however, that Lessor shall maintain, but shall not be obligated to repair or replace, those items designated on Exhibit "A" as "maintain only". The cost to Lessor of such maintenance, repair and/or replacement, as applicable, is included in the annual rent described herein at the rate of \$29,162.00 per annum. The Government will be responsible for the cost to maintain, repair, and replace any self-contained HVAC units, personal property and above standard items and supplemental equipment not listed on Exhibit "A" attached hereto.

LESSOR



GOVERNMENT

