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|---|--|----------------|----------------------------|------|--------|---------------------|---------------------|--------|-------------------------------|--------|-------------------------------|---------------------|--|----------------|-----------------------------------|--|--------------|-------------------------------|-----------------------------------|--------------|--|--------------|-------------------------------|--|--|--------------|--|--|------------|-------------|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT No. 26 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. 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, 2001 as follows: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Issued to reflect the annual operating cost escalation provided for in the basic lease agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Base (CPI-W-U.S. City Avg)</td> <td style="width: 20%; text-align: right;">1993</td> <td style="width: 20%; text-align: right;">141.90</td> </tr> <tr> <td>Corresponding Index</td> <td style="text-align: right;">2000</td> <td style="text-align: right;">188.20</td> </tr> <tr> <td>Base Operating Cost Per Lease</td> <td></td> <td style="text-align: right;">\$1,437,424.15</td> </tr> <tr> <td>% Increase in CPI-W</td> <td></td> <td style="text-align: right;">0.18534179</td> </tr> <tr> <td>Annual Increase In Operating Cost</td> <td></td> <td style="text-align: right;">\$266,414.78</td> </tr> <tr> <td>Less Previous Escalation Paid</td> <td></td> <td style="text-align: right;">\$211,713.63</td> </tr> <tr> <td>Annual Increase In Operating Cost Due Lessor</td> <td></td> <td style="text-align: right;">\$54,701.13</td> </tr> <tr> <td>Amount Previously Paid to the Lessor per SLA No.</td> <td></td> <td style="text-align: right;">\$53,688.15</td> </tr> <tr> <td>Lump Sum Amount Due Lessor for Revised Index</td> <td></td> <td style="text-align: right;">\$1,012.88</td> </tr> </table> | | | Base (CPI-W-U.S. City Avg) | 1993 | 141.90 | Corresponding Index | 2000 | 188.20 | Base Operating Cost Per Lease | | \$1,437,424.15 | % Increase in CPI-W | | 0.18534179 | Annual Increase In Operating Cost | | \$266,414.78 | Less Previous Escalation Paid | | \$211,713.63 | Annual Increase In Operating Cost Due Lessor | | \$54,701.13 | Amount Previously Paid to the Lessor per SLA No. | | \$53,688.15 | Lump Sum Amount Due Lessor for Revised Index | | \$1,012.88 | |
| Base (CPI-W-U.S. City Avg) | 1993 | 141.90 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Corresponding Index | 2000 | 188.20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Base Operating Cost Per Lease | | \$1,437,424.15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| % Increase in CPI-W | | 0.18534179 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Amount Previously Paid to the Lessor per SLA No. | | \$53,688.15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lump Sum Amount Due Lessor for Revised Index | | \$1,012.88 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <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 style="text-align: right;">May</td> <td style="text-align: right;">2001</td> <td style="text-align: right;">174.40</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;">0.229034531</td> </tr> <tr> <td>Annual Increase In Operating Cost</td> <td></td> <td></td> <td style="text-align: right;">\$329,219.77</td> </tr> <tr> <td>Less Previous Escalation Paid</td> <td></td> <td></td> <td style="text-align: right;">\$265,401.78</td> </tr> <tr> <td>Annual Increase In Operating Cost Due Lessor</td> <td></td> <td></td> <td style="text-align: right;">\$63,817.99</td> </tr> </table> | | | Base (CPI-W-U.S. City Avg) | May | 1993 | 141.90 | Corresponding Index | May | 2001 | 174.40 | Base Operating Cost Per Lease | | | \$1,437,424.15 | % Increase in CPI-W | | | 0.229034531 | Annual Increase In Operating Cost | | | \$329,219.77 | Less Previous Escalation Paid | | | \$265,401.78 | Annual Increase In Operating Cost Due Lessor | | | \$63,817.99 |
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| Annual Increase In Operating Cost Due Lessor | | | \$63,817.99 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Effective June 25, 2001 , the annual rent is increased by \$63,817.99 The new annual rent is \$8,394,346.95 payable at the rate of \$699,528.91 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 _____ <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> (Signature) (Title) </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IN THE PRESENCE OF <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> _____ (Signature) _____ (Address) </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| UNITED STATES OF AMERICA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BY <u><i>Marilyn Jenkins</i></u> <u>8/2/01</u> Contracting Officer, GSA, NCR, PBS, DC South Service Delivery Team <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> (Signature) (Official Title) </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |