

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. **58**

DATE

JAN - 5 2011

TO 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: Lincoln Property Company/ L&B Realty Advisors
1099 14th Street, NW
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 said Lease is amended, effective as follows:

This Supplement Lease Agreement #58 (SLA#58) is issued to reflect Government acceptance of a damage claim release as follows:

RELEASE

IN THE CONSIDERATION of the payment of \$18,872.00 dollars (Eighteen Thousand Eight Hundred and Seventy Two and 00/100 Dollars), receipt of which is hereby acknowledged, the Releasors, the United States of America, acting by and through the General Services Administration, with respect to Lease GS-11B-20715, hereby release, remise and forever acquit and discharge the Releasees: Franklin Court, Inc., and L&B Realty Advisors, LLP, all Releasees agents, servants, employees, officers, insured and attorneys from all claims and damages under the Contract Disputes Act (CDA) relating directly to and resulting from the flooding incident that occurred on January 19, 2009 at 1099 14th Street, NW, Washington, DC in the space demised to the Releasors under the Lease.

This Release is entered into in good faith for the purpose of completely discharging and completely extinguishing their claims against the Releasees and all the Releasees, agents, servants, employees, officers, insured and attorneys to the extent authorized under the CDA.

It is further agreed that the terms of this Release are contractual and not a mere recital.


Releasor

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)


Eric R. Smith
Vice President

(Title)


IN THE PRESENCE OF (witnessed by)

BY 
(Signature)

8750 N. Central Expressway,
Suite 800
Dallas, TX 75231

(Address)

UNITED STATES OF AMERICA

BY  1/5/2011
Contracting Officer
Larry M. Sutton

(Signature)

Contracting Officer

GSA, NCR, PBS, RED

(Official Title)