

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

1

MAR 31 1995

TO LEASE NO

GS-11B-30168

ADDRESS OF PREMISES: Union Center Plaza III, 888 First Street, NE, Washington, DC

THIS AGREEMENT, made and entered into this date by and between Capitol Hill Associates Limited Partnership,
d/b/a Cap-Hill Associates Limited Partnership

whose address is c/o Union Center Plaza Associates
816 Connecticut Avenue, NW, Suite 1200
Washington, DC 20006
ATTN: Mr. Samuel G. Rose, President, First Street Corporation, General Partner

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 MAR 31 1995, as follows:

**restaurant space on the second floor and the*
This Supplemental Lease Agreement is issued to reflect various agreements of the parties with respect to the lease agreement as follows:

1. Paragraph No. 1 of the base lease is amended to reflect the leasing of an additional 2,800 Net Usable Square Feet(NUSF) of office and related space at the same rate per NUSF (\$33.80, fully serviced and built out per the base lease), for such purposes as determined by the Government. In consideration of the leasing of such additional square footage (2,800), it is understood and agreed that the Government shall be entitled to use and occupy all above grade usable space in the building except for the space on the 7th floor as identified on Exhibit A to this Supplemental Lease Agreement No. 1 for the entire lease term, for the annual rent stated in Paragraph 3 below, for the entire lease term, and that the measurement of all such above grade space is agreed to be a new total of 427,800 NUSF for all purposes under the Lease Agreement, including the measurement for payment provisions of paragraph 21 of the General Clauses attached to and incorporated in the Lease.
2. Paragraph No. 1 of the base lease is hereby further amended to reflect the leasing of 700 NUSF of below grade space on the concourse level to serve as a shipping and receiving area. Such space is shown on Exhibit B to this Supplemental Lease Agreement. The cost per NUSF of this below grade space is \$15.00, such concourse level space being provided on a turnkey basis as a shipping and receiving area, including but not limited to ventilation which is air-conditioned and heated, lights with fifty foot candle light level at desk or counter level, electrical outlets, and a concrete floor, all built out per previously received agency requirements. The lease for this concourse level space will be coterminous with the base lease.
3. The first sentence of paragraph 3 of the base lease is amended as follows to reflect the leasing of such additional space as described above.

The Government shall pay the Lessor the annual rent of \$14,459,640.00
at the rate of \$1,204,970.00 per month in arrears for the 427,800+ NUSF of
above grade space (there will be no charge to the Government for any excess space as described above).

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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: Capitol Hill Associates, Limited Partnership
By: Osprey Development Corp., General Partner

BY Samuel G. Rose President
By: Samuel G. Rose, President (Title)

IN THE PRESENCE OF (witnessed by)
Shayla (Signature)
(Address)

UNITED STATES OF AMERICA
BY Robert G. Roop Contracting Officer, GSA, NCR, ORP, RED
(Signature) Robert G. Roop (Official Title)

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The Government shall pay the Lessor the annual rent of \$10,500.00 at the rate of \$875.00 per month in arrears for the 700 NUSF of below grade space on the concourse level. (Exhibit B)

The new total annual rent is \$14,470,140.00.

4. The first line of paragraph 3.4 of SFO 90-061 attached to and incorporated into the base lease is amended as follows:

The Government's percentage of occupancy is ~~98.5%~~ *98.53%

INITIALS	
Lessor	Govt.
SR	PRB

5. The first line of paragraph 3.5 of SFO 90-061 attached to and incorporated into the base lease is amended as follows:

The base cost for services and utilities is \$2,840,592.00.

6. It is understood that the Lessor may not use the 7th floor space that it retains as shown by Exhibit A to this SLA for any purpose not approved by the Government. The use of the space as a corporate office for Greenebaum and Rose Associates, Inc. or as a building or complex management office by the Lessor is hereby approved by the Government.

7. The parties agree that at the expense of the Lessor, the ceiling of the 2,500 square foot Commission Meeting room and the 2,500 square foot [REDACTED] room must maintain a height of 10 feet above the finished floor. Mechanical/electrical systems below 10 feet in such rooms shall be concealed by arrangements of symmetrical ceiling coffers mutually acceptable to the Lessor and the Government. At the expense of the Government, the ceiling of the fitness center exercise and aerobics rooms shall be 9 feet wherever possible, and the ceiling of the [REDACTED] shall be coffered or raised if required to obtain 18 inches for the sprinklers above the shelving units. The two 1,250 square foot [REDACTED] Hearing rooms shall have a minimum ceiling height of 9 feet, 6 inches.

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LESSOR

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