

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT No. 10

DATE:
DEC - 6 1997

TO LEASE NO. **GS-11B-30168**

ADDRESS OF PREMISES: Union Center Plaza III
888 First Street, NE
Washington, DC 20006

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, Suite 1200
Washington, DC 20006

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

This Supplemental Lease Agreement hereby amends Paragraph 3.5 of Solicitation for Offers 90-061 and Supplemental Lease Agreement number 9 as follows:

Paragraph 3 of the Standard Form 2:

The Government shall pay the Lessor annual rent of **\$14,850,668.00** at a rate of **\$1,237,555.67** per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to: Capitol Hill Associates Limited Partnership, 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

Paragraph 3.4 of Solicitation for Offers 90-061:

The Government's percentage of occupancy at **98.94%** remains unchanged by this SLA.

Paragraph 3.5 of Solicitation for Offers 90-061:

Corrections to base operating cost (see attached summary)

TOTAL DECREASE IN BASE OPERATING COST **\$81,873.00**

The base for operating costs is hereby **\$3,079,143.00**. The operating cost base is aligned to the anniversary date of the base lease for adjustment purposes. These costs may be reviewed at the discretion of the Government on an annual basis and adjusted based on actual increases or decreases in utility costs.

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no moneys whatsoever are due under this agreement until forty five days after date of execution by the Government.

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.

CAPITOL HILL ASSOCIATES LIMITED PARTNERSHIP

By: Osprey Development Corp., General Partner

BY: Samuel G. Rose President 11/11/97
(Signature) (Title) (Date)

WITNESSED BY: Samuel G. Rose, President 5301 Wisconsin Avenue, N.W.
(Signature) (Address)

UNITED STATES OF AMERICA

Washington, D.C. 20015

BY: Christopher J. Mark Contracting Officer
(Signature) (Title)