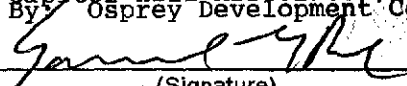
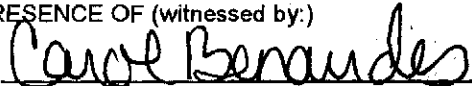
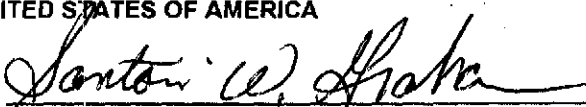


<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>SUPPLEMENTAL AGREEMENT Number 8</b>	<b>DATE FEB 6 1997</b>
<b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>TO LEASE NO. GS-11B-30168</b>	
<b>ADDRESS OF PREMISES</b> UNION CENTER PLAZA III, 888 First Street, NE, Washington, DC		
THIS AGREEMENT, 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, Suite 1200, Washington, DC 20006 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 upon execution by the Government, as follows:		
This supplemental lease agreement is to reflect the intentions of the Government to lease expansion space in the subject building. A subsequent supplemental lease agreement will be issued by the Government post-inspection to accept and commence rent on the space described below.		
<b>Paragraph 1 of the Standard form 2:</b> The lessor hereby leases to the Government the following described premises: 438,258 of net usable square feet (NUSF) of office and related space being 427,800+NUSF of above grade space, 700 NUSF of below grade space on the concourse level, 7,958 square feet of storage/warehouse facility at P-1 level and 1,800 square feet of storage space on the seventh floor of Union Center Plaza, 888 First Street, NE.		
This document will not constitute a payment obligation until the date of execution of the subsequent supplemental lease agreement accepting the space referenced below by the United States		
7,958 Rentable square feet on P-1 level at \$6.52/Rentable square foot or \$51,888/annum plus \$800/annum for preventive equipment maintenance. 1,800 Rentable square feet on the 7th floor at \$15.34/Rentable square foot or \$27,612/annum. See sample floor plans in Exhibit A and Exhibit B (Exhibits are not to scale).		
The additional leased premises on the P-1 level parking garage have been offered to the Government on a "Fully Serviced and Built Out for Base Lease" basis. The Government has accepted the space on these terms, and the Government shall pay the entire cost of any alterations to the 7,958 square feet on the P-1 level parking garage. The payment for any alterations performed by the Lessor at the Government's expense shall be lump sum. Tenant alterations are not finished at this time, and an inspection will be conducted by the Government for the purposes of accepting the finished space.		
This document shall not be construed as a waiver of any rights, benefits or interests that the Tenant has under the lease contract. 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.		PAGE 1 OF 4
LESSOR: Capitol Hill Associates, Limited Partnership By: Osprey Development Corp., General Partner		
BY  (Signature)	President (Title)	
By: Samuel G. Rose, President		
IN THE PRESENCE OF (witnessed by:)		
 (Signature)	816 Connecticut Avenue, N.W. (Address)	
	Washington, D.C. 20006	
UNITED STATES OF AMERICA		
BY  (Signature)	Contracting Officer (Title)	

**Supplemental Lease Agreement #8**  
**Lease GS-11B-30168**  
**Page 2 of 4**

The additional leased premises on the seventh floor have been offered to the Government on a "Fully Serviced and AS IS" basis. There shall be no alterations included in the lease of the seventh floor storage space. This seventh floor space shall be used for storage only. Should the Government change the use of the storage space to office space, the storage rentable square foot rate will be adjusted to the office rentable square foot rate effective on that date. This change will be made effective through the issuance of an SLA. This additional storage space may be relocated to other floors mutually acceptable to both lessor and the Government.


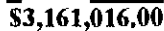
**Paragraph 3 of the Standard Form 2**

The Government shall pay the Lessor annual rent of **\$14,856,968.00** at the rate of **\$1,238,080.66** per month in arrears. Rent for a lesser 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 SFO 90-061** attached to and incorporated into the base lease is amended as follows:  
The Government's percentage of occupancy is 98.94%

**Paragraph 3.5 of Solicitation for Offers 90-061:**

The base operating cost is hereby changed from \$3,147,120.00 to \$3,161,016.00; as follows:  
This new operating cost base is aligned to the anniversary date of the base lease for adjustment purposes.

Base operating cost per SLA number 7	\$3,147,120.00
Service rate for 7th floor 1800 SF storage space	
Preventive equipment maintenance cost for P-1 level warehouse	
<b>TOTAL BASE OPERATING COST</b>	<b>\$3,161,016.00</b>

As stated above this document will not constitute a payment obligation until the date of execution of the subsequent supplemental lease agreement accepting the space above by the United States.

*BSR*