

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

SUPPLEMENTAL AGREEMENT

DATE

Number 5

OCT 10 1996

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, Suite 1200, Washington, DC 20006 *SR*

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 January 1, 1996, as follows:

The Government hereby agrees to increase the rental rate and operating cost base to cover additional service and/or maintenance costs for equipment over and above the original lease requirements. The increases are as follows:

ITEM 1

Full Service, maintenance, repair and replacement costs for the listed equipment (see SLA#5 Attachment for specific equipment) is hereby made a part of the lease performance requirements.

ITEM 2

Preventive Maintenance Costs only for the listed equipment (see SLA#5 Attachment for specific equipment) is hereby made a part of the lease performance requirements.

Subtotal

Lessor's Fee

TOTAL OPERATING COST INCREASE \$59,518.00

Paragraph 3 of the Standard Form 2

The Government shall pay the Lessor annual rent of \$14,693,556.00 as a rate of \$1,224,463.00 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 3.5 of Solicitation for Offers 90-061:

The base for operating costs is hereby \$3,044,655.00.

The cost may be reviewed at the discretion of the Government on an annual basis and adjusted based on actual increases or decreases in 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.

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

BY *Samuel G. Rose* President
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

Carole Berardes 816 Connecticut Avenue, N.W., 12th Floor
(Signature) (Address)

UNITED STATES OF AMERICA

Washington, D.C. 20006

BY *Samuel W. Rose* Contracting Officer
(Signature) (Official Title)

SUPPLEMENTAL AGREEMENT NO. 5
TO LEASE NO. GS-11B-30168

ATTACHMENT

Equipment list:

ITEM 1

Full Service including maintenance, repair and replacement costs:

4 MME036&MME020 HVAC units in Print Plant, Blind Stand, [REDACTED] and UPS Room: [REDACTED]

6 FH138W 10 ton HVAC units in Computer Room: [REDACTED]

2 BF071WG 5 ton HVAC units in Computer Room: [REDACTED]

1 Out door AC unit: [REDACTED]

2 50 HP circulating pumps: [REDACTED]

1 530 Ton BAC cooling tower: [REDACTED]

1 Water treatment for 24 Hr. cooling tower: [REDACTED]

1 1 HP Exhaust fan for the Blind Stand: [REDACTED]

1 2 HP Exhaust fan for the Health Club: [REDACTED]

2 Wall Heaters for the Health Club: [REDACTED]

1 600,00 BTU/600 Gal. H.W. heater for the Health Club: [REDACTED]

22 MME036 & MME020 HVAC units in Data Closets: [REDACTED]

2 Power Distribution Units units in Computer Room: [REDACTED]

3 Electronic Air Cleaners units in Print Plant: [REDACTED]

Sub-subtotal \$40,123.00

ITEM 2

Preventive Maintenance Only

2 Otis Escalators: [REDACTED]

1 Otis service dumb waiter: [REDACTED]

Sub-subtotal [REDACTED]

Subtotal [REDACTED]

Lessor's Fee [REDACTED]

TOTAL OPERATING COST INCREASE \$59,518.00

SR [Signature]