

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 29

DATE

MAY 13 2003

TO LEASE NO. GS-11B-30168

ADDRESS OF PREMISES Union Center Plaza IV, 888 First Street, NE, Washington, DC 20002

THIS AGREEMENT, made and entered into this date by and between, **Rosche, 888 First Street, NE, LLC**

whose address is: c/o WDC ONE GP, INC.
5301 Wisconsin Avenue
Suite 510
Washington, D.C. 20015

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 hereafter mentioned covenant and agree that the said lease is amended effective upon execution of this Supplemental Lease Agreement by the Government and the Lessor, as follows:

This Supplement Lease Agreement is issued to adjust: (i) the annual rent payable pursuant to this Lease downward effective (retro-actively) as of January 1, 2001; and, (ii) the base operating expenses downward effective as of the date of the next operating expense adjustment following the date of execution of the SLA. These adjustments are being made in full and final settlement of the Government's claim concerning decreases in consumption of electricity within the leased premises due to modifications to various above-lease standard tenant equipment within the leased premises. Pursuant to the terms of SLA No. 4 to the Lease, the parties previously agreed to an increase in the annual rent payable by the Government in an amount of \$163,898.00 for anticipated electrical and natural gas consumption increases. This SLA reduces the amount of such previously agreed increase on a going forward basis from the effective dates of this SLA.

The current annual rent under this Lease (including prior operating expense adjustments) is \$15,287,865.50 which is being paid in monthly installments of \$1,273,988.79, in arrears. The agreed downward adjustment in the annual rent is \$48,898.00. Accordingly, the new annual rent effective June 1, 2003 shall be \$15,238,967.50, which shall be paid by the Government in monthly installments of \$1,269,913.96, in arrears. Subject to the next sentence, such amount shall be paid by the Government until the annual rent is next adjusted for increases in operating expenses in accordance with the terms and conditions of the Lease. To compensate the Government for the decrease in the annual rent for the period from January 1, 2001 to May 31, 2003, the Government shall be entitled to a one-time credit of \$114,095.34, which the Government may apply to offset any monthly rental payment due to the Lessor after the date of execution of this SLA.

The operating expense base is hereby decreased by \$48,898.00 from \$3,096,301.00 to \$3,047,403.00. Such revised operating expense base shall be effective as of the next operating expense adjustment date following the date of this SLA and shall have no retro-active effect.

Attached to this SLA as Exhibit A is a list of above standard equipment as well as information related to the electric consumption of such equipment. In the event that at any time during the remaining term of this Lease, a significant portion of such equipment (based on kilowatt usage) is removed, replaced or modified, then either party to this Lease may again request that the parties review the adjustment to the annual rent originally made by SLA No. 4 to the Lease as modified and amended pursuant to this SLA No. 29. Notwithstanding any language in SLA No. 4 to the contrary, such a modification or change in the listed equipment shall be the only reason either party may review this adjustment (and the Government shall not have any right to review electric consumption or electric billing). This shall not prohibit the Lessor from requesting additional operating expense adjustments if the Government adds addition equipment not covered by the attach list.

It is understood that only upon execution by the Government and the Lessor does this SLA become binding on both parties. The Lease, as amended hereby, remains in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Rosche/888 First Street, N.E., L.L.C., a Delaware limited liability company, by: WDC One GP, Inc., a Delaware corporation, its Manager

BY

Samuel G. Rose
(Signature)
Samuel G. Rose

President

(Title)

IN THE PRESENCE OF (witnessed by:)

5301 Wisconsin Avenue, N.W.
Suite 510
Washington, D.C. 20015

(Address)

UNITED STATES OF AMERICA

BY

Rosche
(Signature)

Contracting Officer, GSA, NCR, PBS, WPD

(Official Title)