

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

SUPPLEMENTAL AGREEMENT No. 9

DATE: SEP - 8 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 1, Paragraph 3, and Paragraph 5E of the Standard Form 2 (known as the Base Lease), and Supplemental Lease Agreements number 1 & number 8 as follows:

Paragraph 1 of the Standard Form 2:

Effective March 1, 1997, the Government hereby accepts the 1,800 net usable square feet of storage related space on the 7th Floor bringing the total square footage to 430,300 net usable square feet.

Effective April 2, 1997, the Government hereby accepts the 7,958 net usable square feet of storage and related space on the P-1 Level bringing the total square footage to 438,258 net usable square feet.

Paragraph 5E of the Standard Form 2:

Effective July 1, 1997, the Government and the Lessor agree to eliminate the requirement of leasing seven parking spaces on site for official Government vehicles (See following for rent reduction). The remainder of this paragraph granting Government employees the right of first refusal to lease 420 on site parking spaces shall remain the same.

Paragraph 3 of the Standard Form 2:

Effective March 1, 1997, the Government shall pay the Lessor annual rent of **\$14,804,280.00** at a rate of **\$1,233,690.00** per month in arrears. Rent for a lessor period shall be prorated.

Effective April 2, 1997, the Government shall pay the Lessor annual rent of **\$14,856,968.00** at a rate of **\$1,238,080.66** per month in arrears. Rent for a lessor period shall be prorated.

Effective July 1, 1997, 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:

The base operating cost at **\$3,161,016.00** remains unchanged by this SLA. The operating cost base is aligned to the anniversary date of the base lease for adjustment purposes.

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

BY: _____ President 09/09/97

(Signature)

(Title)

(Date)

WITNESSED BY: Carol Beranda 816 Connecticut Avenue, N.W.

(Signature)

(Address)

UNITED STATES OF AMERICA

Washington, D.C. 20006

BY: _____

(Signature)

Contracting Officer
(Title)