

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
Number 7

DATE FEB 6 2001

SUPPLEMENTAL LEASE AGREEMENT

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

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:

The Government hereby agrees to adjust the rental rate and operating cost base to cover additional electrical and full coverage service and preventive maintenance costs resulting from additional 1.5 ton self-contained AC unit in Audio Visual Room and extended hours of operation by the Government over and above the original lease requirements. This supplemental lease agreement further reflects the corrections for base operating cost from SLA# 4 and percentage increase in CPI-W from SLA# 6. The changes are as follows:

Electrical cost increase (AC unit in Audio Visual Room)

Correction to SLA# 6 for CPI-W changes

TOTAL RENT DECREASE

\$4,051.84

Paragraph 3 of the Standard Form 2

The Government shall pay the Lessor annual rent of \$14,776,668.00 as a rate of \$1,231,389.00 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:

Corrections to SLA# 4 base operating cost

Electrical cost increase (AC unit in Audio Visual Room)

Correction to SLA# 6 for CPI-W changes

TOTAL INCREASE IN BASE OPERATING COST

\$15,301.16

The base for operating costs is hereby \$3,147,120.00. This new 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.

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

BY Samuel G. Rose President

(Signature)
Samuel G. Rose, President

(Title)

IN THE PRESENCE OF (witnessed by)

(Signature)

816 Connecticut Avenue, N.W., 12th Floor

(Address)

Washington, D.C. 20006

UNITED STATES OF AMERICA

BY Santon W. Shaha Contracting Officer
(Signature) (Title)