

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

SUPPLEMENTAL AGREEMENT No. 14

DATE:
MAR 16 1998

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:

whose address is: ROSCHE/888 First Street, N. E., L.L.C
c/o Rosche services Corporation, Frost Bank Building
Suite 100, 5350 South Staples Drive
Corpus Christi, Texas 78411

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

This Supplemental Lease Agreement is issued to reflect the establishment of February 6, 1998 as the completion and acceptance of work for the Child Care Playground alterations.

Paragraph 5D of the Standard Form 2 is amended to read:

Effective February 6, 1998, the Government shall make a rental payment increase of \$51,285.66 as full and final reimbursement for alterations of the Child Care Playground.

Paragraph 3 of the Standard Form 2 is amended to read:

For the month of March 1998, the Government shall pay the Lessor rent of \$1,293,218.50 in arrears. At the end of this one month period, the rent shall be decreased to an annual rent of \$14,903,194.03 at a rate \$1,241,932.84 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to: ROSCHE/888 First Street, N.E., L.L.C., c/o Rosche Services Corporation, Frost Bank Building, Suite 100, 5350 South Staples Drive, Corpus Christi, TX 78411.

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 for operating cost at \$3,079,143.00 remains unchanged by this SLA. The 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.

ROSCHE /888 First Street, N. E., L.L.C

BY: _____
(Signature) Michael Vogelbacher (Title) _____ (Date) _____

WITNESSED BY: Janet Mathew 5350 S. Staples, Ste 100 Corpus Christi, TX 78411
(Signature) (Address)

UNITED STATES OF AMERICA

BY: Christopher M. [Signature] Contracting Officer
(Signature) (Title)