

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 6
TO LEASE NO.
GS-11B-40155

DATE
6/1/98

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,
PARCEL 49C LIMITED PARTNERSHIP

whose address is

c/o Republic Properties Corporation,
1250 Maryland Avenue, S.W., Suite 280
Washington, D.C. 20024

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 complete execution hereof, as follows:

See Continuation Pages 2-3 of this SLA for the terms and provisions of this SLA No. 6

(Any rental or other amounts increased by the
Terms of this SLA shall be effective on a
prospective basis only.)

89 / 2000



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 PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, Its General Partner

BY

IN PRESENCE OF


(Signature)

(Signature)

General Partner

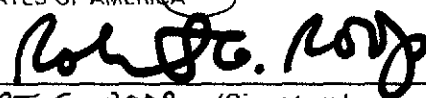
(Title)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

UNITED STATES OF AMERICA

BY


ROBERT G. ROOF (Signature)

Contracting Officer

(Official Title)

Issued to: (i) an increase in the operating costs to be paid to the Lessor through an increase in the base annual rental and the base for operating expense adjustments as a result of certain Government directed changes to the leased premises and the building in which they are located; (ii) confirm the base annual rent, the percentage of Government occupancy and operating expense base and (iii) confirm the agreements with respect to operations, maintenance, repairs, replacements and utilities with respect to above SFO standard improvements; as follows:

A. Paragraphs 2 and 5 of SLA No. 1 to the Lease are hereby modified and restated in their entirety to confirm the base annual rent for such space and to reflect the increase in operating costs outlined in the introductory paragraph of this SLA, as follows:

2. Rental Rate

The base annual rental shall be \$22,562,670.15 per annum, payable in equal monthly installments of \$1,880,222.51 in arrears. The base annual rent includes the following components:

(a) \$21,312,670.15 for the 535,130 NUSF on the Maine Avenue, 12th Street Entrance, and Courtyard Levels and Levels 1 through 8; and

(b) \$1,250,000.00 for the use of the parking garage subject to the terms and provisions of Exhibit A attached hereto and incorporated herein.

The portion of the base annual rental set forth in paragraph 2(a) above shall escalate for increases in operating costs as provided in paragraph 5 below; the portion of the base annual rent set forth in paragraph 2(b) above shall escalate each year during the term of the lease as provided in Exhibit A attached to SLA No. 4 to the lease. In addition to the foregoing base annual rent as escalated, the Government is obligated to pay additional rent to amortize the cost of various Government directed improvements to the leased space and the building in which the leased space is located in accordance with Section B of SLA No. 4 to the lease.

5. Operating Costs

The base rate for operating cost adjustments is established as \$5,746,460.95 for the twelve (12) month period beginning June of 1993. Immediately upon commencement of the lease, and each year thereafter (such adjustments to be implemented and effective as of June 1 of each year during the term of the lease), the Government shall pay adjusted rent for changes in the cost of services in addition to the base rental amount set forth in paragraph 2 above. For purposes of calculating the adjustment for operating costs in accordance with paragraph 20 Operating Costs, "the index figure published for the month prior to rent commencement date" shall mean the index figure published for May of 1993. No adjusted rent for operating costs shall be due, or interest thereon payable, for any period prior to rent commencement dates as determined in accordance with SLA No. 1 and confirmed by SLA No. 3.

B. With respect to above SFO-standard tenant improvements, the Lessor hereby agrees to be responsible for the repair and maintenance of such improvements incorporated in the leased space as provided in this paragraph B. In consideration of the Lessor agreeing to accept such responsibility, it is understood and agreed that the Government will reimburse the Lessor for the costs of undertaking such maintenance and repair work, either on a time and materials plus fee basis or through an increase in the base annual rent and base rate for operating expenses hereunder. Paragraph C below sets forth a listing of the above SFO-standard equipment to be operated, maintained and repaired by Lessor, the cost of which has being added to the base annual rent and the base rate for operating expense adjustments by the terms of this SLA. To the extent not specifically included in paragraph C below, the cost for any repair and maintenance work

for above SFO-standard tenant improvements shall be reimbursed to Lessor on a time and materials basis. Following substantial completion of the entire leased space, the Lessor may submit a proposal for on-going operation, maintenance and repair costs for additional above SFO-standard improvements not included as part of its original proposal for which the Lessor believes an adjustment to the annual base rent and base rate for operating expenses, rather than time and material plus fee, is the proper basis to address ongoing costs for such above SFO-standard items. To the extent any above SFO-standard tenant improvements (except those identified in Paragraph C below) require replacement during the term of the Lease, then upon authorization by the Government such items shall be replaced by the Lessor as other above SFO-standard work in accordance with Paragraph 6 of SLA No. 1 at the Government's cost.

C. The base annual rent has been increased to account for operating, maintenance, repair and replacement costs, and utility costs for the following above SFO-standard tenant improvements:

<u>Item</u>	<u>Quantity</u>	<u>Location</u>
Chiller #3	1	Penthouse
Heat Exchangers	2	Penthouse
Cooling Towers #5 & #6	2	Penthouse
Circulating Pumps #4 - #6, #10 - #14, #19, #20, #22, #23	12	Penthouse
Drycoolers	4	
Supplemental A/C Units (ACUs)	20	1st Floor (7); Maine (2); 7th Floor (5); CY (3); M-1 (2); M-2 (1)
Supplemental A/C Units for Wire Closets throughout building (EACs)	56	Various
Heat Recovery Units (HRUs)	4	Penthouse
Air Handling Units (AHUs)	15	Conf. Rms - Various Floors (8); 12th Street (3) 8th Floor (4)
Fan Coil Units (FCUs)	29	CY (17); 12th Street (12)
Emergency Generator	1	Penthouse
Solids Separators	3	Penthouse
Exhaust Fans	18	Various
Supply Fans	3	Various
Electric Duct Heaters (EDHs)	25	Various
Humidifiers	2	Various