

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 40

11/22/05

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:

ROSCHÉ/888 FIRST STREET, NE, LLC
c/o Union Center Plaza Management Corporation
840 First Street, NE, Suite 2500
Washington, DC 20002

whose address is:

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 September 1, 2005 as follows:

This Supplemental Lease Agreement (SLA) #40 to Lease Number GS-11B-30168 is hereby issued to address the following issues with respect to the Lessor's ten year replacement and refurbishment obligations under the lease.

1. Ceiling Tile:

A [redacted] credit to the Government will be issued by Lessor in lieu of replacing 100% of the ceiling tiles.

2. Ceiling Grid:

A [redacted] credit to the Government will be issued by Lessor in lieu of cleaning all ceiling tile grid.

3. Carpet Replacement:

The Lessor shall replace the carpet in the leased space with a standard 34 oz weight carpet, instead of a 28 oz carpet. All additional costs to install carpet borders shall be reimbursed to the Lessor by the Government. The elevator lobby carpet and borders will be replaced by the Lessor at its cost. The Lessor is responsible for the removal and replacement of all systems furniture in connection with the carpet replacement. The Government is responsible for disconnecting and reconnecting all IT equipment, moving such equipment out of the way of the carpet installers. The Government will provide boxes for employees' personal and work items to label and fill prior to carpet replacement. Boxes will be moved from and returned to offices by the Lessor as part of the carpet replacement. The Lessor shall be responsible for removing and replacing the fixed seating in the Commission Meeting Room as a part of carpet replacement. The Lessor is also responsible for moving and replacing library shelving (using an authorized vendor) as required in connection with the carpet replacement. The Government shall be responsible for clearing all library shelves and boxing all contents prior to the carpet replacement. The Government shall also be responsible for boxing all materials in hallway shelves and for removing and replacing such shelving units to allow the carpet replacement to take place.

4. Cove Base:

If any cove base is damaged during the carpet replacement, it will be the responsibility of the Lessor to repair or replace it.

5. Attic Stock:

The Lessor is to provide 3-5% of the total amount of carpet installed to be stored as "attic stock."

6. Carpet Replacement Work Schedule

The Government and Lessor agree to isolate 1/4 of a floor at a time sequentially to accommodate carpet replacement.

7. Light Tube Replacement

Light tubes are to be replaced by the Lessor as needed rather by block re-lamping.

In consideration of the Lessor providing a credit for ceiling tile and the cleaning of the ceiling grid, it is agreed that the Government shall assume responsibility for any ceiling tile replacement and/or cleaning of the grid for the remainder of the initial 20 year term of the lease which results from problems with the ceiling tiles themselves or from acts of the Government or its contractors. The Lessor shall be responsible for any repair or replacement required due to external factors (e.g., a water leak) or the acts of the Lessor or its contractors. In the event the Government elects to exercise the option period in the Lease, the Lessor shall be responsible to replace the ceiling tile and clean the ceiling grid as referenced in the lease and to be fully responsible for ceiling tile and grid repair and maintenance during the option term.

In the event the Government wishes to conduct an agency clean-up, Lessor on a one-time basis will agree to pay the rental costs for a reasonable number of "toter" trash containers, and all costs associated with roll-off dumpster fees. The Government will be responsible for the costs of the man power necessary to distribute and remove the "toter" trash containers within the space and to empty them into the roll-off dumpster located in the loading dock area.

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: Rosche/888 First Street, N.E., L.L.C. a Delaware limited liability company By: Washington, D.C. One Interests, L.P. a Delaware limited partnership, its sole member By: WDCONEGP, Inc., a Delaware corporation, its sole general partner

BY

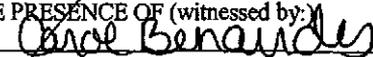


(Signature)

President

(Title)

IN THE PRESENCE OF (witnessed by):



(Signature)

5301 Wisconsin Avenue, NW, Suite 510

Washington, DC 20015

(Address)

UNITED STATES OF AMERICA

BY



(Signature)

Contracting Officer, GSA, NCR, PBS, WPD

(Official Title)