

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 4

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 11b-00082

ADDRESS OF PREMISES 5600 Fishers Lane
Rockville, MD 20852

THIS AGREEMENT, made and entered into this date by and between
Laszlo N. Tauber, M.D. & Associates
Joint Venture Partnership
whose address is 5110 Ridgefield Road, Suite 404
Bethesda, MD 20816

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
Laszlo N. Tauber & Associates

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 ~~1/15/93~~

Issued to reflect reimbursement of Real Estate Taxes.

Comparison Year	1992	\$ 1,130,430.81
Base Year	1991	996,666.26
Increase/Decrease		\$ 133,764.55
Percentage of Government Occupancy		97.7%
Lump Sum Due Government		\$ 130,687.96

The Lessor (Government) is entitled to a one time lump sum payment (credit) in the amount of \$130,687.96 payable in arrears. Rent checks shall be payable to:


Attn: Nelle Williams

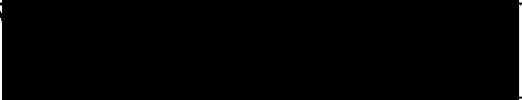

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY _____ (Signature) _____ (Title)

IN PRESENCE OF _____ (Address)

BY  1/15/93 Contracting Officer
Real Estate Division
(Official Title)

(b) (continued) period with diligent commencement and continuous pursuit of such repair or restoration, such repair or restoration shall be completed as soon as is reasonably practicable, (2) the rent during the period of partial destruction or damage shall be wholly abated during the period that such partial destruction or damage to any portion of the premises renders the entire premises untenable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy the premises upon completion of such repairs or restoration and (4) the Government shall not be permitted to terminate this Lease as a result of such partial destruction or damages so long as the Lessor diligently commences to repair or restore and thereafter diligently and continuously pursues such repair or restoration to completion.

(c) In the event of a partial destruction or damage that renders a part of the premises untenable, as reasonably determined by the Government, then (1) the Lessor shall, within one hundred eighty (180) days, diligently commence the repair or restoration of such portion of the leased premises to the condition in which such part of the premises existed before such destruction or damage and complete such repair or restoration within such one hundred eighty (180) day period by diligent commencement and continuous pursuit of such repair or restoration, or if such repair or restoration cannot be completed within such one hundred eighty (180) day period with diligent commencement and continuous pursuit of such repair or restoration, such repair or restoration shall be completed as soon as is reasonably practicable, (2) the rent during the period of partial destruction or damage shall be proportionately abated during the period that such part of the premises is untenable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy such part of the premises upon completion of such repairs or restoration and (4) the Government shall not be permitted to terminate this Lease as a result of such partial destruction or damage so long as the Lessor diligently and continuously pursues such repair or restoration to completion. Solely for purposes of determining the proportion of rent that shall be abated during such period of untenability, any part of the premises that have not been rendered untenable by such partial destruction or damage but the use of which by the Government is substantially related to and dependent upon the availability of such part of the premises that have been rendered untenable by such partial destruction or damage shall be deemed to have been rendered untenable for such period of untenability.

(d) As soon as practicable after a partial destruction of damage to the premises, the Lessor shall provide to the Government a schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for repair or restoration of the premises, with the Government's approval not to be unreasonably withheld, conditioned or delayed.

(e) In the event of any delay or failure by the Lessor to proceed in a timely fashion with the repair and restoration of any portion of the leased premises damaged by fire or casualty as contemplated by this agreement, the Government will give the Lessor (and the Lessor's mortgagee provided the Government has been given the address of the Lessor's mortgagee) notice and opportunity to cure any such delay or failure as specified in this lease and any other applicable document, prior to attempting to exercise any rights on account of such delay or failure.

(f) Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or the destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

(g) In the event of a fire or other casualty not caused by the Government, its employees, agents, contractors or invitees which renders all or a portion of the leased premises untenable, but with respect to which the Lease is not terminated and the leased premises will be repaired and restored and the Government will reoccupy the damaged portion of the leased premises as provided in subparagraphs (b) or (c) above, Lessor, to the extent of insurance proceeds available therefor, will reimburse the Government for reasonable moving and temporary relocation costs and expenses (which shall not include any rental expense to provide temporary space other than rental costs in excess of the rent abated as a result of the fire or other casualty, any costs to replace personal property

4-25 

damaged or destroyed as a result of the casualty or any costs to repair or restore the leased premises to the condition such space was in prior to the casualty, but shall include all other third party costs incurred by the Government to provide temporary replacement space for the tenant agency occupying the leased space until such space has been repaired and is again ready for Government occupancy) the Government may incur in connection with the casualty effecting the leased premises. To the extent such moving and temporary relocation costs exceed available insurance proceeds, the Government shall have the option (to be exercised no later than six months following the re-acceptance of the leased space following the casualty) to extend the term of the lease for a number of days equal to the rental value of the amount of such excess costs. During such lease extension, the Government shall remain obligated to pay on a current basis a total annual rent equal to the base operating expenses as escalated to the date of such extension period.

6.27. 