

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	DATE
PUBLIC BUILDINGS SERVICE	No. 16	
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-11B-10190	

ADDRESS OF PREMISES Two White Flint North
 11545 Rockville Pike
 Bethesda, MD 20852

THIS AGREEMENT, made and entered into this date by and between Lerner Corporation
 whose address is: 11501 Huff court
 Bethesda, MD 20895

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 covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

Comparison Year	1998	\$704,864.18
Base Year	1994	\$609,197.45
Increase		\$95,666.73
Percentage of Government Occupancy		100.00%
Tax Increase Due Lessor		\$95,666.73
Total Amount Due Lessor		\$95,666.73

The Lessor is entitled to a one-time payment in the amount of **\$95,666.73**
 payable in arrears. Check shall be payable to:

Lerner Corporation
 0
 11501 Huff court
 0
 Bethesda, MD 20895

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: Lerner Corporation

BY _____ (Signature) _____ (Title)

IN THE PRESENCE OF

_____ (Signature) _____ (Address)

UNITED STATES OF AMERICA

BY _____

Contracting Officer, GSA, NCR, PBS, PARS
 (Official Title)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. PAGE 2 OF 13
TO LEASE NO. GS-11B-10190

DATE
APR 14 1998

ADDRESS OF PREMISES
2 WHT FLINT NTH
11545 ROCKVILLE
BETHESDA, MD 20852

THIS AGREEMENT, made and entered into this date by and between LERNER CORPORATION

whose address is:
LERNER CORPORATION
11501 HUFF COURT, N. BET
BETHESDA, MD 20852

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 covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

COMPARISON YEAR	1997	\$665,668.26	CORRECTION
BASE YEAR	1994	\$609,197.46	
INCREASE		\$56,470.80	
PERCENTAGE OF GOVERNMENT OCCUPANCY		100.00%	
TAX INCREASE DUE LESSOR		\$56,470.80	
PREVIOUSLY PAID PER SLA #12		\$ (35,112.33)	

The Lessor is entitled to a one-time payment in the amount of \$21,358.47 payable in arrears. Check shall be payable to:

LERNER CORPORATION
11501 HUFF COURT, N. BET
BETHESDA, MD 20852

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: LERNER CORPORATION

BY _____
(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY  4/14/98

Contracting Officer, GSA, NCR, PBS, CBD
(Official Title)