

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 21
Page 1 of 3

10 NOV 2003

LEASE NO. GS-11B-10190

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

**THIS AGREEMENT, made and entered into this date by and between WHITE FLINT NORTH, LLP, whose address is
C/o Lerner Enterprises, 11501 Huff Court, North Bethesda, Maryland 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 mentioned covenant and agree that
the said Lease is amended, effective upon execution by the Government, as follows:**

This Supplemental Lease Agreement number 21 to GS-11B-10190 is issued to evidence the granting of a renewal option to the Government to renew the Lease for an additional ten (10) year term from December 15, 2013 to December 14, 2023 (the "renewal term"), in accordance with the following:

Contingent upon Congressional authority, this renewal term is exercisable on written notice by the Government to the Lessor given on or before March 19, 2013. Furthermore, no earlier than December 15, 2012, the Lessor shall give the Government written notice to renew this lease agreement. The Government is to have a minimum of 270 days from receipt of written notice from the Lessor to exercise its option to renew this agreement. If the Government receives Congressional authority prior to February 28, 2013, the Government shall make a 'good faith' effort to notify the Lessor and exercise its option at an earlier date. If the Government anticipates Congressional authority, but has not received said authority by February 28, 2013, then the Lessor shall grant the Government an additional 90 calendar days to exercise its option by June 17, 2013.

Premises

In accordance with Section 3 Paragraph A of the Lease Addendum, and Supplemental Lease Agreement Numbers 3, 5, 8, 14, and 15:

The Lessor hereby leases to the Government a total of 347,922 rentable square feet (equivalent to 295,734 usable square feet of office and related space comprising of 329,922 rentable square feet of office space on 1 - 10, and 18,000 rentable square feet housing the fitness center, credit union, cafeteria, and store on the first floor. In addition, the Lessor leases to the Government a 250,000 rentable square foot, five level, parking garage in its entirety. All space described above is located at 11545 Rockville Pike, Rockville, Maryland 20852, and is to be used as determined by the Government.

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

LESSOR SIGNED ON PAGE 3 of 3.

Initials Lessor _____ Government _____

BY _____

(Title)

BY _____

(Title)

IN PRESENCE OF (witnessed by:)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY SIGNED ON PAGE 3 of 3 _____

Contracting Officer, GSA, NCR, PBS

SLA # 21 Lease GS-11B-10190
11545 Rockville Pike, Rockville, Maryland 20852
Page 2 of 3

Rent for Renewal Term

December 15, 2013 through December 14, 2018

The annual rent will be eight million eight hundred seventy seven thousand six hundred and five dollars and ninety four cents (\$8,877,605.94) per annum at the rate of \$739,800.50 per month in arrears. Rent for a lesser period shall be prorated. The total rent includes the entire office space, retail space, and parking garage. The total rent is calculated as follows:

\$23.77 times 347,922 rentable square feet (floors 1 - 10) equals \$8,270,105.94 per annum at the rate of \$689,175.50 per month in arrears. Plus, \$2.43 times 250,000 rentable square feet equals (parking garage) \$607,500 per annum at the rate of \$50,625 per month in arrears. Rent for a lesser period shall be prorated.

December 15, 2018 through December 14, 2023

The annual rent will be nine million five hundred twelve thousand eleven dollars (\$9,512,011) per annum at the rate of \$792,667.58 per month in arrears. Rent for a lesser period shall be prorated. The total rent includes the entire office space, retail space, and parking garage. The total rent is calculated as follows:

\$25.50 times 347,922 rentable square feet (floors 1 - 10) equals \$8,872,011 per annum at the rate of \$739,334.25 per month in arrears. Plus, \$2.56 times 250,000 rentable square feet equals (parking garage) \$640,000 per annum at the rate of \$53,333.33 per month in arrears. Rent for a lesser period shall be prorated.

Tenant Improvement Allowance

Effective December 15, 2013, as part of the renewal term rental consideration, the Lessor shall make available to the Government a ten dollar per rentable square foot (\$10 x 347,922) Tenant Improvement Allowance of three million four hundred seventy nine thousand two hundred twenty dollars (\$3,479,220), to be used by the Government. Said allowance will be held by the Lessor and drawn down by the Government as needed. The tenant allowance shall not be applied towards the reduction of annual rent.

Tax Base

Pursuant to Paragraph 23, entitled "Tax Adjustment," the tax base shall remain as established in 1994 at \$609,197.45, which included the entire building including the parking garage. The Government's percentage of occupancy for tax purposes is 100.00%.

Operating Costs

Pursuant to Paragraph 24, entitled "Operating Costs," there is no operating cost escalation for the term of the lease.

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

LESSOR

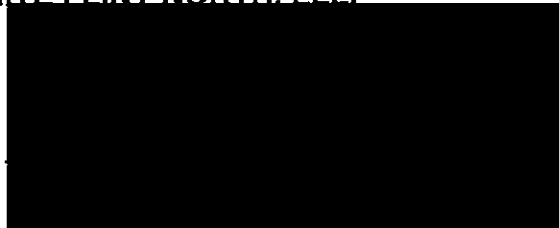
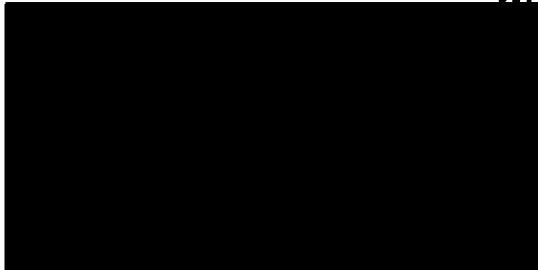


GOV'T



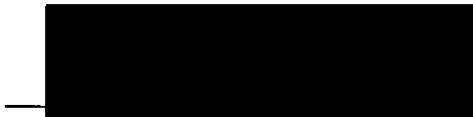
WITNESS

The Partnership:
WHITE FLINT NORTH, L.L.P.



Lerner Enterprises Limited
Partnership, General Partner

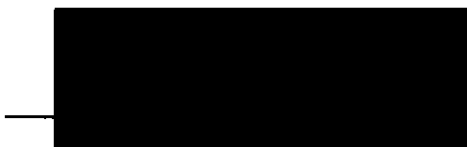
By: Taleco Partners, L.L.C.,
its General Partner



By: 
Edward L. Cohen,
President

Dated 5/23, 2003

The Government:
THE UNITED STATES OF AMERICA
(Acting through the U.S. GENERAL SERVICES
ADMINISTRATION)



By:  (SEAL)
Marc Rappaport
Contracting Officer

Dated NOV. 10, 2003

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 21	DATE FEB 19 2004
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-11B-10190	

ADDRESS OF PREMISES
2 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, N. Bethesda
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	2003	\$946,886.74
NO BASE YEAR		\$609,197.45
INCREASE		\$337,689.29
PERCENTAGE OF GOVERNMENT OCCUPANCY		100.00%
AMOUNT DUE TO LESSOR		\$337,689.29

The Lessor is entitled to a one-time lump sum payment in the amount of **\$337,689.29** payable in arrears. This amount shall be paid with your next rent check:

White Flint North L.P.
c/o Lerner Corporation

11501 Huff Court, N. Bethesda
Bethesda, MD 20895

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

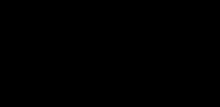
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **Lerner Corporation**

BY _____ (Signature) _____ (Title)

IN THE PRESENCE OF _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA

BY  Yvette Green Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)