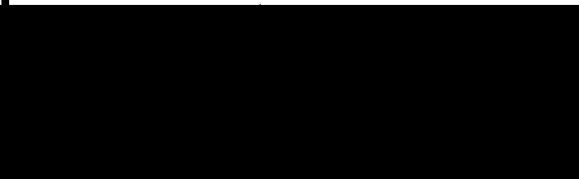
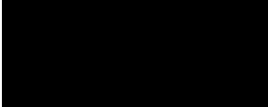

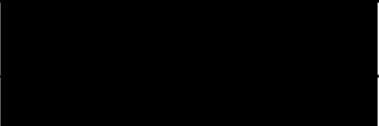


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 27	DATE 6/4/04
		TO LEASE NO. GS-11B-10190
ADDRESS OF PREMISES Two White Flint North 11545 Rockville Pike N, Bethesda, MD 20852		
<p>THIS AGREEMENT, made and entered into this date by and between: White Flint North, LLLP</p> <p>whose address is: 11501 Huff Court, N. Bethesda North Bethesda, MD 20895-1094</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, to reflect the following:</p> <p>1. This Supplemental Lease Agreement is hereby issue to reinstate the rent effective date for five(5) level parking garage (250,000 net rentable square feet of space) in the Building, based upon the following terms:</p> <p>The period from Dec. 15, 2003 through Dec. 14, 2008, \$495,199 per annum/\$41,266.58 monthly(For the third five (5) year term: \$2,475,995.00.</p> <p>The period from Dec. 15, 2008 through Dec. 14, 2013, \$572,450 per annum/\$47,704.17 monthly/(For the fourth five (5) year term: \$2,862,250.00.</p> <p>All other terms and conditions of the Lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
		LESSOR: WHITE FLINT NORTH, LLLP By its managing general partner LERNER ENTERPRISES LIMITED PARTNERSHIP By: Taleco Partners, L.L.C. its Sole General Partner By:  Mark D. Lerner Executive Vice President 
BY 	<u>Contracting Officer</u> <u>GSA, NCR, PBS</u> (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 27 TO LEASE NO. GS-11B-10190	DATE DEC - 7 2004
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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	2004	\$973,080.44
NO BASE YEAR		\$609,197.45
INCREASE		\$363,882.99
PERCENTAGE OF GOVERNMENT OCCUPANCY		100.00%
AMOUNT DUE TO LESSOR		\$363,882.99

The Lessor is entitled to a one-time lump sum payment in the amount of **\$363,882.99** 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 M. Green Contracting Officer, GSA, NCR, PBS, NoVA
(Official Title)