

**SUPPLEMENTAL LEASE AGREEMENT**

3

MAR 15 1995

TO LEASE NO.

GS-11B-30138

ADDRESS OF PREMISES

4700 River Road  
Riverdale, Maryland

THIS AGREEMENT, made and entered into this date by and between  
Marlborough C.L. / Riverside USDA Associates, LLC

whose address is c/o Burack Partners  
355 Lexington Avenue  
New York, New York 10017

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 March 15, 1995, as follows:

The Tenant Improvement, (T.I.), Allowance, provided by the Lessor in the amount of \$5,000,000.00 and  
used by the Government in its entirety, shall be amortized and paid with the monthly base rent. The  
amortization rate shall be 7 per cent per annum. The amortization period shall be the firm fixed term of the  
Lease, exclusive of option periods, if any. The amortized payments will not be subject to any escalation  
during the term of the Lease, nor will they form part of the base rent in the event of renewal of the Lease.

The Lessor is not required to sign this document. Terms and conditions of the amortization are in accordance  
with the Lease agreement, GS-11B-30138 NEG.

Payment shall be initiated with the next regular rental payment which occurs after the rent commencement date  
of February 15, 1995.


See SLA No. 2, Attachment No. 1 for a detailed breakdown of the utilization of the T.I. Allowance.

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.

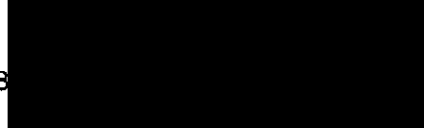
LE  
BY   
(Signature)

Managing Partner  
(Title)

IN THE PRESENCE OF (witnessed by):  
  
(Signature)

\_\_\_\_\_  
(Address)

**UNITED STATES OF AMERICA**

B 

Contracting Officer Real Estate Division (WPEA)  
(Official Title)

3/15/95

Lease No. GS-11B-30138  
 SLA No. 2, Attachment No. 1

**Center at Riverside**  
 Tenant Improvement Allowance Summary

C.O. No.	DESCRIPTION	FUNDING T.I. ALLOW.
1	Space Planning	
6	Base Building Changes	
7	Misc. Design	
8	Tenant Buildout 1st thru 4th	
9	Loading Area Site Changes	
12	Carpet Upgrade	
13	ORM Conduit	
14	Child Care Interior Design	
15	Tenant Buildout 5th Floor	
19	Child Care Security	
20	Kitchen Hoods	
21	Loading Dock Construction	
22	Child Care Technical Support	
23	Vertical Cabling	
24	Food Service Shop Drawings	
26	Teleco. Closet Plywood	
28	Child Care Center	
31	Addendum #4	
34	Food Service Equipment	
35	MDF Conduit	
36	Grease Interceptor	
37	Retaining Wall and Stair	
38	Mech., Elec. and Plumb. 1st Floor	
40	Child Care Security Modifications	
41	Sys. Furn. Material Hoists	
42	Tenant Buildout 6th Floor	
43	Child Care Lighting	
44	Playground Design Accelerate	
49	Security Conduit Changes	
50	Misc. Design Changes	
53	Addendum #5	
55	Child Care Perspective Sketches	
56	Food Service Revisions	
61	Child Care Floor Heating System	
62	Addendum #7	
63	Misc. Design	
	Additional AC Units	
	Temporary Mud Slab	
	Miscellaneous Changes	
	Conference Louver	
	Additional 1st Floor Changes	
	Addendum #2 - 1st Floor	
	Kitchen MEP	

Lease No. GS-11B-30138  
 SLA No. 2, Attachment No. 1

**Center at Riverside**  
 Tenant Improvement Allowance Summary

C.O. No.	DESCRIPTION	FUNDING T.I. ALLOW.	
	Wood Blocking @ Kit.		
	Addendum #6		
	Encapsulate ORM Room		
	Exp. Joint at 2nd Floor		
	Child Care Playground		
	Additional Child Care Security		
	Bulletin #3 - Main Lobby		
	Vertical Cabling Rough-in		
	Storage Room Modification		
	Rated Shaft @ 1st Floor		
	Move-in Damages		
	Temporary Elevator Protection		
	Relocate Elevator Status Panel		
	ARS Revisions/Electrical Revisions		
	6th Floor Revisions		
	6th Floor ARS Electrical		
	Misc. Change Orders and Rent		
	<b>TOTALS</b>		<b>\$5,000,000.00</b>