

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 3

6/22/92

TO LEASE NO.

GS- 11B-90153

ADDRESS OF PREMISES

1325 East West Highway
Silver Spring, MD 20910

THIS AGREEMENT, made and entered into this date by and between
SILVER SPRING METRO CENTER LIMITED PARTNERSHIP

whose address is c/o FOULGER - PRATT DEVELOPMENT, INC.
1355 PICCARD DRIVE
ROCKVILLE, MARYLAND 20850

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 _____, as follows:

This Supplemental Lease Agreement (SLA) is issued to correct the misnumbering of two SLAs numbered 2, and to effect correction to rental payments.

SLA number 2, effective April 1, 1991, for an annual CPI escalation is correct and will remain in full force and effect. This escalation increases base annual rent from \$7,040,932.60 to \$7,067,935.20 and \$588,994.60 monthly.

SLA number 2, effective January 6, 1992, adds an additional 1,796 square feet of office and related space to the base lease for an increase in rent totalling \$53,880. The new annual rent in this SLA is incorrect as it does not reflect the increased rental paid under the SLA #2 for CPI. Additionally, this SLA was not processed and payment for this space never commenced. Therefore, the SLA #2 relevant to the acceptance of space is voided and replaced by SLA #3 which amends the lease as follows:

Effective January 6, 1992, the Government acknowledges acceptance of the retail space identified under Supplemental Lease Agreement #1 of lease number GS-11B-90153 which totals 1,796 square feet of space located on the first floor.

Annual rent is hereby increased by \$53,880.00 ANNUALLY--\$4,490.00 MONTHLY for a total new annual rent of \$7,121,815.20 payable monthly in arrears at the rate of \$593,484.60.

The Government therefore owes the Lessor a RETROACTIVE lump sum payment for rent incorrectly calculated in the amount of \$26,140.50 which is computed as follows:

ANNUAL RENT EFFECTIVE 4/1/91 (CPI)	=	\$7,067,935.20
ADDITION OF +1,796 NUSF/ANNUALLY	=	53,880.00
RENT EFFECTIVE 1/6/92	=	\$7,121,815.20
	=	\$ 593,484.60 MONTHLY

\$593,484.60 Correct monthly rent effective 1/6/92

~~\$588,994.60~~ Monthly rent paid

\$ 4,490.00 monthly RENT FOR +1,796 NUSF RETAIL SPACE

\$ 4,490.00 MONTHLY = \$147.62 daily

(\$147.62 x 25 days) 25 days/January	=	\$3,690.50
Feb, Mar, Apr, May, June = 5 x \$4,490.00	=	\$22,450.00

TOTAL LUMP SUM DUE LESSOR FOR JAN THRU JUNE = \$26,140.50

TOTAL LUMP SUM DUE PER SLA #4 FOR CPI ESCALATION FOR 1992 (\$18,325.68 ANNUAL)--APRIL THROUGH JUNE =+\$ 4,581.42

TOTAL LUMP SUM DUE 7/1/92 = \$30,721.92

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

*Vice President/
General Partner*
(Title)

(Address)

Administrative Contracting Officer
(Official Title)