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

City Crescent Limited Partnership

whose address is 10 South Howard Street
Baltimore, Maryland 21201

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 receipt of Notice to Proceed, as follows:

1. Lessor shall furnish all labor, materials, tools, equipment, services and associated work to perform the scope of work in accordance with amended scope as described in Lessor's proposal dated December 8, 1993, attached hereto, and in the amount of $8,471. This additional scope of work in this SLA amends the original scope per attached Change Order Number 2, received December 9, 1993 from the Lessor. The sum of $8,471 will be paid in a lump sum after inspection and approval of the work completed.

2. The original scope of work in Supplemental Lease Agreement Number 12 has been amended per attached Change Order Number 1 dated December 7, 1993, by deleting a portion of the insulation and ceiling grid in original scope. This reduces the originally accepted proposal to $53,587.

3. The total amount of the Contract, considering the addition in Paragraph 1 above and the deletion in Paragraph 2 above is $62,058.

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.

LENDER     City Crescent Limited Partnership

BY

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Estate Division, Shenandoah Branch

BY

Contracting Officer
4. Project shall be completed within 45 calendar days.

5. Upon completion of the work notify Kathleen Cranston at 215-656-5878 to arrange for inspection. After the inspection and acceptance by the Government, the Lessor shall conform to GSA lump sum payment procedures by forwarding to the General Services Administration Region 3, Real Estate Division, Shenandoah Branch (3PEHB), Room 639, The Wanamaker Building, 100 Penn Square East, Philadelphia, Pa. 19107, a properly executed invoice for the alterations. A proper invoice must reference the lease and supplement numbers and must describe the work completed and the amount billed.

6. Lessor shall provide adequate storage space for the related equipment and supplies until each of the alterations work is completed and at no additional cost to the Government.

7. It is understood and agreed that the Government retains title to all items covered by this Agreement, as described in Lessor's proposals, and may remove same if so desired. In the event such items are not removed by the Government at the expiration of the lease term, or any renewal or extension thereof, title shall vest in the Lessor and all rights of restoration shall be waived.

8. The following sixteen General Conditions for Lease Alterations shall be complied with by the Lessor in the performance of these alterations.