GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 16
TO LEASE NO. GS-11B-10190

ADDRESS OF PREMISES
Two 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
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.

<table>
<thead>
<tr>
<th>Comparison Year</th>
<th>1998</th>
<th>$704,864.18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year</td>
<td>1994</td>
<td>$609,197.45</td>
</tr>
<tr>
<td>Increase</td>
<td></td>
<td>$95,666.73</td>
</tr>
<tr>
<td>Percentage of Government Occupancy</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>Tax Increase Due Lessor</td>
<td></td>
<td>$95,666.73</td>
</tr>
<tr>
<td>Total Amount Due Lessor</td>
<td></td>
<td>$95,666.73</td>
</tr>
</tbody>
</table>

The Lessor is entitled to a one-time payment in the amount of $95,666.73 payable in arrears. Check shall be payable to:

Lerner Corporation
11501 Huff court
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 _______________________________

Contracting Officer, GSA, NCR, PBS, PARS
(Official Title)

GSA FORM 276
This Agreement, made and entered into this date by and between LERNER CORPORATION whose address is:

LERNER CORPORATION
11501 HUFF COURT, N. BET
BETHESDA, MD 20852

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.

<table>
<thead>
<tr>
<th>SOLID WASTE SLA 9</th>
<th>1995</th>
<th>$23,319.66</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLID WASTE SLA 10</td>
<td>1996</td>
<td>$33,251.40</td>
</tr>
<tr>
<td>SOLID WASTE SLA 12</td>
<td>1997</td>
<td>$35,093.24</td>
</tr>
<tr>
<td>CORRECTION TO SLA 12</td>
<td>1997</td>
<td>$21,388.47</td>
</tr>
</tbody>
</table>

SEE PAGE 2 OF 13

$113,022.77

The Lessor is entitled to a one-time payment in the amount of $113,022.77 payable in arrears. Check shall be payable to:

LERNER CORPORATION
11501 HUFF COURT, N. BET
BETHESDA, MD 20852

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

Contracting Officer: GSA NCR PBS CBD
(Official Title)
Supplemental Lease Agreement

To Lease No. GS-11B-10190

This Agreement, made and entered into this date by and between LERNER CORPORATION, whose address is: 11501 HUFF COURT, N. BET, BETHESDA, MD 20852, 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 covenanted and agreed 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 | 1997 | $665,668.26 | CORRECTION |
| BASE YEAR       | 1994 | $609,197.46 |
| INCREASE        | $56,470.80 |
| PERCENTAGE OF GOVERNMENT OCCUPANCY | 100.00% |
| TAX INCREASE DUE LESSOR | $56,470.80 |
| PREVIOUSLY PAID PER SLA #12 | $ (35,112.33) |

The Lessor is entitled to a one-time payment in the amount of $21,358.47 payable in arrears. Check shall be payable to:

LERNER CORPORATION
11501 HUFF COURT, N. BET
BETHESDA, MD 20852

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 ______________ (Signature) 4/13/98 Contracting Officer, GSA, NCR, PBS, CBD (Official Title) ____________________________