**SUPPLEMENTAL AGREEMENT**

**NO. 27**

**DATE**

6/4/04

**TO LEASE NO.**

GS-11B-10190

**ADDRESS OF PREMISES**

Two White Flint North
11545 Rockville Pike
Bethesda, MD 20852

**LENDER:**

White Flint North, LLLP

whose address is: 11501 Huff Court, N. Bethesda
North Bethesda, MD 20895-1094

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, to reflect the following:

1. This Supplemental Lease Agreement is hereby issued 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:

   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).

   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).

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:**

WHITE FLINT NORTH, LLLP
By its managing general partner
LERNER ENTERPRISES LIMITED PARTNERSHIP
By: Taleco Partners, L.L.C.
   its Sole General Partner

By: [Signature]
Mark D. Lerner
Executive Vice President

**Contracting Officer**

GSA, NCR, PBS
(Official Title)

GSA Form 276, Jul '87
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.

<table>
<thead>
<tr>
<th>COMPARISON YEAR</th>
<th>2004</th>
<th>$973,080.44</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO BASE YEAR</td>
<td></td>
<td>$609,197.45</td>
</tr>
<tr>
<td>INCREASE</td>
<td>$363,882.99</td>
<td></td>
</tr>
<tr>
<td>PERCENTAGE OF GOVERNMENT OCCUPANCY</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>AMOUNT DUE TO LESSOR</td>
<td>$363,882.99</td>
<td></td>
</tr>
</tbody>
</table>

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 __________________________ (Signature) Contracting Officer, GSA.NCR.PBS.NOVA (Official Title)