

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT


6

DATE

JUL 11 1995

LEASE NO.

GS-11B-30138

ADDRESS OF PREMISES  Center at Riverside
4700 River Road
Riverdale, Maryland

JUL 11 11 17 AM '95

COMM. NO.

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 as follows:

This Supplemental Lease Agreement is issued to reflect an increase in the operating cost base for the above mentioned project, effective on the rent commencement date of February 15, 1995.

The cost of utility usage by the above standard equipment installed by the Government is agreed to at the rate of \$0.654 per square foot per annum and the cost of maintenance of that equipment is agreed to at the rate of \$0.182 per square foot per annum, as stated in the proposal, for a total of \$0.84 square foot per annum.

The Government reserves the right to change the method of payment for extra utility usage. In the case that the Government decides to pay the costs directly to the utility company, the cost of maintenance will remain at \$0.182 per square foot per annum as amortized in the Lease.

For the increased operating costs during the period of February 15, 1995 to June 30, 1995, the Government will make a lump sum payment of \$93,895.90 at no interest. Commencing on July 1, 1995, the base rent per square foot will be increased by \$0.84 per square foot per annum for the term of the Lease or at such time as the equipment that applies to the power usage is removed. This increase in the base rent will not be included in any supplemental addition of space or extension to the term of the Lease.

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  _____
(Signature)

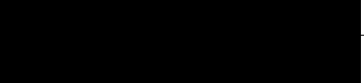
Wayne Partner - Riverside
(Title)

IN THE PRESENCE OF (witnessed by):

 _____
(Signature)

 _____
(Address)

UNITED STATES OF AMERICA

BY  _____

Contracting Officer, Commercial Broker (WPESTC)
(Official Title)

JUL 11 1995