

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT DATE

NO. 1

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS-11B-80561

ADDRESS OF PREMISES

EXECUTIVE PLAZA 6120 & 6130 Executive Blvd., Rockville, Maryland 20852

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

Executive Plaza Associates A Limited Partnership

whose address is

1600 Anderson Road, McLean, Virginia 22102

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:

The Government will hereby apply its improvement allowance of \$4,281,600.00 against the rent. Based upon the SF-2, paragraph 6.E., by applying said funds, the improvement allowance is reduced by 15%. Therefore the rental abatement shall be for a total of \$3,639,360.00.

Based upon the above, the Government shall pay the Lessor \$39,052.23 per month from March 1, 2000 through September 30, 2000. This amount is calculated by subtracting \$519,908.57 (\$3,639,360 / 7 months) from \$558,860.57 (Monthly Rent).

Effective October 1, 2000 the abatement period shall end.

Per SF-2 Paragraph 6. E and SFO 98-013 Paragraph 4.4. Five (5) years after October 1, 2000 the Lessor will provide new paint in all occupied areas of the leased space on floors 8, 7, 6, 5, 4, 3 and 2 in 6130 Executive Boulevard. The leased areas of the 6120 Executive Boulevard and the first floor leased space of 6130 Executive Boulevard will be repainted 5 years after the space has been repainted the first time by the Government after the date hereof.

Per SF-2 Paragraph 6. E. and SFO 98-013, paragraph 4.13, the Lessor is not obligated to replace the carpet for ten years commencing after the Government has first replaced the carpet after the date hereof. However, if at any time during the lease 1) if the carpet becomes threadbare; 2) when the backing or underlayment is exposed, or 3) when there are noticeable and obvious variations in surface color or texture, the Lessor will replace carpeting in said areas, providing same has been recarpeted by the Government after October 1, 1999.

(continued on page 2)

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 _____

IN PRESENCE OF _____

(Signature)

General Partner

1600 Anderson Road
McLean, Va 22102

(Title)

(Address)

UNITED STATES OF AMERICA

BY _____

(Signature)

CONTRACTING OFFICER

(Official Title)

NO. 1

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This document shall not be construed as a waiver of any rights, benefits, or interests that the Tenant has under the lease contract. All other terms and conditions of the lease shall remain in force and effect.

This document will not constitute a payment obligation until execution by the United States. As a result, even though payments will be made retroactively, no Monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.

INITIALS
<i>JTK</i>
LESSOR
<i>M</i>
GOVT.