

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS- 03B-40131

ADDRESS OF PREMISES
Security West Building
1500 Woodlawn Drive
Woodlawn, Maryland

THIS AGREEMENT, made and entered into this date by and between
Security Land And Development Company Limited Partnership
c/o The Cafritz Group

whose address is 1735 I Street, NW, Suite 715
Washington, DC 20016

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. to issue the Notice To Proceed.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said
Lease is amended, effective November 22, 1994, as follows:

A. Notice To Proceed. The Lessor is Notified To Proceed with the work described in Project
Manuals, Volumes 1 through 5 by Davis & Carter Architects, dated September 20, 1994;
drawings A001 to A602, S1 to S2, K1 to K4, M001 to M204, P001 to P202, E001 to E602
by Davis & Carter Architects, dated September 20, 1994, September 27, 1994, and October
7, 1994, as described in Attachment 1, and related addenda numbers 1 through 10; and the
Agreement Between Owner (Security Land And Development Company) And Contractor
(The Whiting-Turner Contracting Company) dated November 17, 1994, hereinafter referred
to as the "Contract Documents". The Lessor is further Notified To Proceed with the work
described in the Lessor's proposal dated November 2, 1994, for asbestos abatement
monitoring services (which includes Aerosal Monitoring & Analysis, Inc., proposal dated July
22, 1994); and the remaining architectural services covered under Steve Peters letter to Steve
Peer dated July 12, 1994 (see Attachment 2, "Security West Design Fee Summary" dated
11/22/94, for a summary of all approved services).

B. Project Completion Date. The Lessor shall complete all work described in the Contract
Documents (the "Project") by 11/10/97 (the "Project Completion Date"), in
accordance with The Whiting-Turner Contracting Company Schedule Report dated
11/29/94.

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 Security Land And Development Company Limited Partnership

BY [Redacted] as EVP of its GP (Title)

IN PRESENCE [Redacted] (Address)

UNITED STATES OF AMERICA Region, Chesapeake Realty Services District
Contracting Officer (Official Title)

*bid qualifications listed in The Whiting
Turner Contracting Company proposal dated
11/22/94 under cover Security Land and Development
Company L.P. proposal dated 11/22/94;*

11/22/94

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C. Project Sum. The Lessor shall furnish all labor, materials, tools, equipment, services, permits, and associated work required to complete the Project in accordance with the Contract Documents and the Lessor's proposal for asbestos abatement monitoring; and, provide the balance of the architectural services listed in Attachment 2, for a total cost to the Government of **27,353,316** (the "Project Sum"). An accounting of the Project Sum is provided in Attachment 3, Alterations Accounting Summary.

D. Payment.

- (1) Progress payments for all work items except for Horizontal Blinds and Moving (Bid Packages #12 and #18, respectively) will be disbursed monthly from the Project Account in accordance with Section 9.5 of the SFO. Progress payment requests must be submitted and approved by the Government before disbursements from the Project Account are made. Progress payment requests must document the work completed during the billing period and include sufficient detail to permit Government verification of the amount of work completed and quantity of materials obtained and stored on site.
- (2) Progress payments for the furnishing of Horizontal Blinds and for Moving services will be made monthly for the amount of work completed and for materials obtained and stored on site, less 10% retainage, following receipt of a properly executed invoice, submitted to the Government at:

U. S. General Services Administration
Chesapeake Realty Services District, 3PCCW
100 Penn Square East
Philadelphia, PA 19107
Attention: Thomas Hutt

The invoice must reference the Lease and Supplemental Lease Agreement Numbers, describe the work completed, the materials obtained and stored on site, and the amount billed. Payment will become due within 30 days of receipt of such invoice.

- (3) All payments, both from the Project Account and from direct invoice, are subject to the inspection and approval of the work completed, and verification of materials obtained and stored on site, by the Government.

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E. Lessor Initiated Change Orders

(1) The "Total Subcontracts" portion of the Project Sum (see Attachment 3) includes reasonable contingencies for conditions and quantities of work that could not be precisely determined during the bidding process, but could nonetheless be inferred or extrapolated from the Contract Documents, the condition of the site, and the nature of the work required. However, in the event Lessor incurs additional costs due to

- a) unforeseen conditions or quantities of work that are beyond these reasonable contingencies, or
- b) errors and omissions in the Contract Documents which create additional work beyond that which could have been inferred or extrapolated from the Contract Documents,

a Contingency of 4% has been added to the Total Subcontracts sum to pay for these costs. Such costs shall be considered "Lessor Initiated Change Orders".

(2) The Lessor shall document each charge against the Contingency with the monthly request for payment. The Government reserves the right to reject payment of a Lessor Initiated Change Order, if, in the Government's judgment, the change order does not satisfy the conditions stated above under Section E (1).

(3) In order to ensure the Government will consider a request for Lessor Initiated Change Order to be valid before the Lessor commences with the work under the change order, the Lessor may request from the Government, in writing, a Notice To Proceed With Change Order. Such a request must fully describe the change sought and the estimated cost of the work. The Government's approval of such a request shall be considered only a determination that the change sought meets the requirements set forth in Section E (1), it is not to be construed as an approval of the cost, which the Government will review and approve during the normal review of the monthly progress payment requests. The Lessor is not required to proceed with work covered by a request for a Notice To Proceed With Change Order until such request is answered by the Government except in the case where the work will be required for the successful completion of the Project regardless of the Government's decision and a delay in the execution of the work will delay completion of an item on the critical path.

with or mutually agreed upon not to exceed price.

[Handwritten signature]

(4) The Lessor's recourse in the event of disagreements related to the Government's disapproval of Lessor Initiated Change Orders is contained in General Clauses, 37. Disputes (GSA Form 3517).

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(5) At the conclusion of the Project, any unused amount remaining in the Contingency is credited to the Government. The Contingency may be increased above the current amount (\$787,556) by the mutual agreement of the Lessor and the Government in the event the total cost of approved Lessor Initiated Change Orders exceeds the current amount.

F. Government Initiated Change Orders. Government Initiated Change Orders refer to work which is attributed to the addition or deletion of work at the request or direction of the Government. When requested, the Lessor shall promptly prepare and submit to the Government a proposal for such work, including the total price (broken down by the costs for the major components of the work), the completion schedule, and the effect, if any, on the Project Completion Date. Upon approval, the Lease shall be modified to include the change order's addition or deletion of work, the completion schedule, and the corresponding adjustment to the Project Sum and/or Project Completion Date.

G. Order Of Precedence. Wherever conflict may occur between the Contract Documents and the requirements set forth in this Supplemental Lease Agreement, the requirements of this Supplemental Lease Agreement shall govern.

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