This Agreement, made and entered into on the date by and between Stafford Place Associates Limited Partnership whose address is c/o The Evans Company, 8283 Greensboro Drive, Suite 200, 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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective May 19, 1992, as follows:

Issued to reflect an increase of 30,753 net usable square feet (nusf) of office space to the base lease. The increase of 30,753 nusf consists of the addition of 13,419 nusf on the 2nd floor and 17,334 nusf on the 11th floor as shown on the attached plans. The new total of Government leased space is 449,825 nusf consisting of the 2nd through 12th floors in their entirety and approximately 20,245 nusf on the B-1 level. The space will be mutually measured upon delivery and payment will be made on the basis of actual measurement in accordance with Paragraph 7 of the General Clauses, GSA Form 3517.

The annual rental for years 1-10 is increased by $874,615.32, from $11,918,407.68 to $12,793,023.00 ($28.44 x 449,825 nusf).

The annual rental for years 11-15 is increased by $936,121.32, from $12,756,551.68 to $13,692,673.00 ($30.44 x 449,825 nusf).

The annual rental for years 16-20 is increased by $997,627.32, from $13,594,695.68 to $14,592,323.00 ($32.44 x 449,825 nusf).

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.

LEASOR

Stafford Place Associates Limited Partnership

By:

David W. Evans, President

Typed Name & Title

Stephen J. Garchik, Secretary

Address

CONTRACTING OFFICER

GSA/PBS/RED

Attest:

In presence of:

(Signature)

Address

GSA Form 276
Accrued operating cost escalations and real estate tax escalations are to be paid in addition to the annual rents identified above.

The operating cost base is increased by $128,308.93 from $1,749,080.69 to $1,877,389.62.

The rental for the additional 30,753 nusf includes a standard tenant build-out as specified in SFO 89-048 and an allowance for special alterations similar to those contained in the Special Purpose Performance Specifications in the amount of $149,459.58 ($4.86 per nusf leased). The Government shall also receive an additional allowance for special alterations similar to those contained in the Special Purpose Performance Specifications in the amount of $136,254.96 (an additional $2.43 per nusf leased) for the 56,072 nusf acquired under Supplemental Lease Agreement (SLA) No. 1 to Lease No. GS-11B-00143 if this SLA No. 2 is fully executed by May 22, 1992. The above allowances include a 6% A/E fee. The Lessor shall provide to the Government adequate information regarding the expenditure of these allowances so as to permit the Government to confirm that the costs were fair and reasonable. The Government shall receive the benefit of any unused portion of the above allowances.

The unit costs set forth in Supplemental Lease Agreement No. 1 to Lease No. GS-11B-00143 shall apply to the 30,753 nusf acquired under this supplemental lease agreement.

The 17,334 nusf on the 11th floor will be added to Phase 6. The time frames set forth in the Delivery Rider and SLA No. 1 to Lease GS-11B-00143 shall apply to this additional space.

The 13,419 nusf on the 2nd floor will be delivered with Phase 2. However, the Government will not be required to deliver design intent drawings for the 13,419 nusf until the date set forth in SLA No. 1 for the delivery of Phase 4 design intent drawings.

The dates set forth in the Delivery Rider and SLA No. 1 to Lease No. GS-11B-00143 for Phase 4 will apply to this space with the exception of the delivery date and those dates based on the delivery date. The delivery date for the 13,419 nusf of space and those dates based on the delivery date will be subject to the delivery date for Phase 2. The Government will make every effort to give the Lessor notice to proceed with the construction of the 13,419 nusf on the second floor prior to the required date for the remainder of Phase 4.