SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES
Stafford Place
4201 Wilson Boulevard
Arlington, Virginia 22203

THIS AGREEMENT, made and entered into this 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 considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective NOV 30 1993, as follows:

Lessor shall deliver the Northwest portion of the 12th floor as shown on the attached plan by December 1, 1993, with the following exceptions:

1. The Millwork Package will not be fully installed until December 12, 1993.

2. Doors, Frames and Hardware (not in the millwork package) are being provided based on on-site stock and what is readily available from local supply. Replacement doors, frames and hardware shall be of like quality. Subsequent revisions to doors and hardware will be made after acceptance of the space and will be treated as a change.

3. Floor Covering, FC-7 (interface carpet) will not be installed until its arrival in January 1994. Pending its arrival, base building carpet will be installed by December 1, 1993. Installation of interface carpet will be treated as a change.

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
STAFFORD PLACE ASSOCIATES LIMITED PARTNERSHIP

David W. Evans, President
(Typed Name & Title)

Stephen J. Garchik, Secretary

CONTRACTING OFFICER
GSA/PBS/RED

GSA FORM 276

NOV 30 1993
4. In those areas where carpet padding is required, there is a possibility that the carpet will not be installed by December 1, 1993, due to the Government's late notice of this requirement. Lessor shall use its best efforts to obtain padding and install the carpet as close to December 1, as possible. The purchase and installation of the padding will be treated as a change.

Acceleration costs related to completion of the 12th floor which are being negotiated will not be affected by the above exceptions.

The Government shall receive an additional allowance of $150,000 for tenant construction. The Government shall receive the benefit of any unused portion of the allowance.

Paragraph 2 of the Standard Form 2 is amended to read as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 1994 through December 31, 2013, subject to termination and renewal rights as may be hereinafter set forth.