SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISES:
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
8251 Greensboro Drive, Suite 850
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 upon execution by the Government, as follows:

The following items are hereby established as modifications to the base lease agreement: All other terms and conditions of the lease shall remain in force and effect.

Storage Space/Audio Visual Room: This Supplemental Lease Agreement is hereby issued to reflect the acquisition of an estimated 33 square feet of storage space (see attached drawings) at the subject location. The storage space/audio visual room shall be mutually measured upon delivery and payment will be made based upon actual measurement in accordance with Paragraph 7 of the General Clauses, GSA Form 3517 of the base lease. The storage space shall be accepted under the same terms and conditions of SLA 10. The operating cost base as described in SLA Number 10 shall be increased to include the 33 s.f. The level of services and utilities for the storage space/audio visual room shall be under the same terms and conditions as per SLA Number 10. The Government shall pay all developmental cost to buildout the space. The fee structure for the Lessor shall be under the same terms and conditions as SLA Number 10.

The current square footage is increased from 466,747 to 466,780. The base rental rate for the storage space is $11.00 per s.f. does not include warm-lit shell requirements. A SLA shall be issued to reflect the date of acceptance, establishment of the rent commencement date, and to reflect a new annual rental due payable per month in arrears.

Play Area: The square footage of the Play Yard is increased from 3,544 s.f. as reflected in SLA Number 10 to a total of 5,000 s.f. The 5,000 s.f. is delineated by 850 s.f. of hardspace and 4,150 s.f. of landscaped space (see attached drawings). The architectural and engineering design for the Play Yard shall be developed by Eaton Design, in which the Government shall provide the required funding NTE $22,700. The Lessors responsibility for the Play Yard shall include surfacing, landscaping and the installation of the Play Yard equipment and storage shed as per the approved drawings. The Government shall pay additional development cost for the expanded Play Yard area as per SLA Number 10. The Lessors fee shall be paid in accordance with SLA Number 10.

The Government is responsible for maintenance of all Play Yard equipment, Play Yard structures, planters and security. The Lessor is responsible for maintenance of all Play Yard surfacing and fencing and utility connections to the base building. The Lessor is responsible for cleaning as described in SLA Number 10.

This document will not constitute a payment obligation until the date of 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.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Stafford Place Associates, Limited Partnership

Vice President

Contracting Officer
GSA, NCR, PARS

GSA DC 68-1176
5/26/98 11:51 PM