

ADDRESS OF PREMISES 4201 Wilson Blvd.
Arlington, VA 22203

THIS AGREEMENT, made and entered into this date by and between Stafford Place Associates Ltd. Partnership
 whose address is: c/o Carr Real Estate Services
 200 N. Glebe Road, Suite 100
 Arlington, VA 22203

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 covenant and agree that the said lease is hereby amended effective **January 1, 2005** as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	December	1993	143.30
Corresponding Index	December	2004	186.00
Base Operating Cost Per Lease			\$1,951,014.77
% Increase in CPI-W			0.297976274
Annual Increase In Operating Cost			\$581,356.11
Less Previous Escalation Paid			\$498,305.24
Annual Increase In Operating Cost Due Lessor			\$83,050.87

Effective **January 1, 2005**, the annual rent is increased by **\$83,050.87**
 The new annual rent is **\$15,099,383.41** payable at the rate of **\$1,258,281.95** per month, in arrears.
 The rent check shall be made payable to:

Stafford Place Associates Ltd. Partnership
 P.O. Box 643473
 Pittsburgh, PA 15264-3473

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 Ltd. Partnership**

BY _____ (Signature) _____ (Title)

IN THE PRESENCE OF
 _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA

BY  etie M. Green Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division
 (Official Title)