THIS AGREEMENT, made and entered into this date by and between Stafford Place Associates, L. P., whose address is c/o Carr Real Estate Services, 200 North Glebe Road, Suite 100, Arlington, Virginia 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 mentioned covenant and agree that the said Lease is amended, effective, upon execution by the Government, as follows:

Effective July 1, 2006, or substantial completion of tenant improvements, the Government leases an additional 1,726 rentable square feet (1,503 useable square feet) on the first floor of the above referenced building, at the annual rate of $50,054. (1,726 x $29.00), increasing the annual rent accordingly. The lessor will also make available for use by the Government upon execution of this SLA tenant improvement dollars in the amount of $43,150.00 (1,726 x $25.00) at 6% per annum to be amortized over the remaining term of the lease beginning upon rent commencement.

This expansion space will also be subject to cleaning to the standard established in SLA 11, dated August 1, 1997, and further detailed in the "Child Care Center Janitorial Specifications" attached to SLA 11. The fee for this cleaning will be a flat rate [redacted] per rentable square foot, [redacted] per annum and is in addition to the annual rent.

The Government percentage of Occupancy shall remain at 96%, and operating cost base will increase by $6,246.62, the new operating cost base shall be $1,957,261.39.

The use of this space is subject to the continuing operation of the larger day care center in the same building. If the larger day care center ceases to operate in this building, the continuing use of this space as a day care facility will not be permitted. Notwithstanding the foregoing, rent shall continue to be due for the space.

All other terms and conditions of the lease shall remain in force and effect.

This document will not constitute a payment obligation until 30 days after execution by the Government.

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

LESSOR: Stafford Place Associates, L.P.
By: Stafford Place Corporation, its General Partner

[Signature]

[Signature]

[Signature]

LENT:

BY: Mary Henderson

[Signature]

[Signature]

[Signature]

(Official Title)