

ADDRESS OF PREMISES **Berkley Building**  
**1701 N Fort Myer Drive**  
**Arlington, VA 22209**

THIS AGREEMENT, made and entered into this date by and between  
whose address is: **Berkley Property Associates, LLC.**  
**Monday Properties**  
**1000 Wilson Blvd.**  
**Suite 700**  
**Arlington, VA 22209**

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 **July 1, 2009** as follows:

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

<b>Base (CPI-W-U.S. City Avg)</b>	<b>June</b>	<b>2008</b>	<b>215.22</b>
<b>Corresponding Index</b>	<b>June</b>	<b>2009</b>	<b>210.97</b>
<b>Base Operating Cost Per Lease</b>			<b>\$1,532,815.88</b>
<b>% Increase in CPI-W</b>			<b>-0.019747235</b>
<b>Annual Decrease In Operating Cost</b>			<b>(\$30,268.88)</b>
<b>Less Previous Escalation Paid</b>			<b>\$0.00</b>
<b>Annual decrease In Operating Cost Due Lessor</b>			<b>(\$30,268.88)</b>

Effective **July 1, 2009**, the annual rent is decreased by **(\$30,268.88)**  
The new annual rent is **\$9,988,421.33** payable at the rate of **\$832,368.44** per month.  
The rent check shall be made payable to:

**Berkley Property Associates, LLC.**  
**Kevin Adams, President**  
**6207 Old Keene Mill Road**  
**Springfield, VA 22152**

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

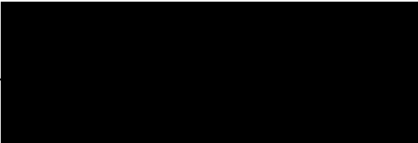
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **Berkley Property Associates, LLC.**

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title)

IN THE PRESENCE OF  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA

BY  \_\_\_\_\_  
Contracting Officer, GSA, NCR, PBS, Potomac Service Center  
(Official Title)