

ADDRESS OF PREMISES **6701 Rockledge Drive
Bethesda, MD 20817-1814**

THIS AGREEMENT, made and entered into this date by and between **Rockledge CF, LLC**
 whose address is: **3003 Summer St, Stanford Square
Stanford, CT 06904-7900**

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.

Base (CPI-W-U.S. City Avg)	June	2005	190.10
Corresponding Index	June	2009	210.97
Base Operating Cost Per Lease			\$1,645,116.24
% Increase in CPI-W			0.109794845
Annual Increase In Operating Cost			\$180,625.28
Less Previous Escalation Paid			\$217,413.23
Annual Decrease In Operating Cost Due Lessor			(\$36,787.95)

Effective **July 1, 2009**, the annual rent is decreased by **(\$36,787.95)**
 The new annual rent is **\$7,285,982.30** payable at the rate of **\$607,165.19** per month.
 The rent check shall be made payable to:

**Rockledge CF, LLC
5530 Wisconsin Ave. Suite 1000
Chevy Chase, MD 20815-4404**

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: **Rockledge CF, LLC**

BY _____ (Signature) _____ (Title)

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

UNITED STATES OF AMERICA
Contracting Officer, GSA.NCR.PBS.Metropolitan SC
(Official Title)