

<p style="text-align: center;">GENERAL SERVICES ADMINISTRATION</p> <p style="text-align: center;"><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p style="text-align: center;">SUPPLEMENTAL AGREEMENT <i>No.34</i></p>	<p style="text-align: center;">APR 20 2004</p>
<p style="text-align: center;">TO LEASE NO. <i>GS-11B-00143</i></p>		
<p>ADDRESS OF PREMISES</p> <p style="text-align: center;">Stafford Place I 4201 Wilson Blvd. Arlington, VA 22203-0000</p>		
<p>THIS AGREEMENT, made and entered into this date by and between <b>Stafford Place Associates. L.P.</b> whose address is <b>C/O Carr Real Estate Services 200 North Glebe Road, Suite 100 Arlington, VA 22203-0000</b> 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, <u>effective April 12, 2004</u>, as follows:</p>		
<p>This Supplemental Lease Agreement (SLA) is hereby issued to modify and amend paragraph 67(attachment #1) in part, entitled: Floor Covering &amp; Perimeters, subsection " Carpet Replacement", of Solicitation for Offers 89-048, Lease GS-11B-00143. Per the Lease agreement, the Lessor is responsible for replacing the carpet at least once every 10 years during the Government occupancy All replacement work is to be done after working hours and includes moving and return of furniture. Since the Government occupied the space on November 30, 1993, the Lessor is responsible for replacing the carpet on or about the tenth (10<sup>th</sup>) anniversary date, November 30, 2003.</p>		
<p>The Tenant Agency has requested that the carpet replacement required by the Lease be phased in under the control of the Agency; therefore, the parties have agreed that the Lessor shall provide a Tenant Improvement (TI) Allowance account, in lieu of 100% replacement as required by the Lease. The TI allowance amount is agreed to be \$1,000,000.00.</p>		
<p>The parties agree that \$1,000,000.00 referenced above, shall be held by the Lessor as a TI allowance, which the General Services Administration (GSA) will use toward carpet replacement and or special projects work within the Government's leased premises. Subsequent notice to proceed letters will be issued and signed by a GSA Contracting Officer for use of these funds. The Lessor shall not be required to keep the funds separate from its general fund. The funds may be transferred into a money market or passbook savings account in which the agency will be entitled to all the interest incurred. The Lessor, its contractors, vendors or representatives shall not exceed a total of 5% overhead charge and profit on any work performed.</p>		
<p>The Lessor shall maintain a running balance of all funds expended from the TI allowance; the balance shall be reported to the government as requested. In addition, the Lessor shall provide two (2) annual accountings, in December 2004, December 2005, and in December 2006, that provide a detailed summary of the expenditures made during the preceding twelve (12) months from the TI allowance. In the event that any amount remains unexpended as of the date of the final accounting in December 2006, the Government shall have the right and option to continue the allowance until such time as it is fully expended for improvements to the premises.</p>		
<p>The parties acknowledge and agree that the consideration for the provision of the \$1,000,000.00 TI allowance established herein is not an express waiver of the "Carpet Replacement" section of the SFO but that the Lessor shall have no further obligation to replace carpet under the Lease.</p>		
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SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
No. 34

TO LEASE NO.  
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ADDRESS OF PREMISES

Stafford Place I  
4201 Wilson Blvd.  
Arlington, VA 22203-0000

It is understood that only upon execution by the Government does this SLA become binding on both parties.

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, L.P.

By: *Stafford Place Corporation, General Partner*

  
(SIGNATURE)

*Vice President*  
(Title)

In The Presence Of:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

  
Mary L. Hewson

Contracting Officer  
GSA, NCR, PBS, MSD  
(Official Title)