| GENERAL SERVICES ADMINISTRATION          | LEASE AMENDMENT            |
| PUBLIC BUILDINGS SERVICE                | No. 12                     |
| LEASE AMENDMENT                         | TO LEASE NO.               |
|                                        | GS-11P-LVA02281            |
| ADDRESS OF PREMISES                    | PDN Number: N/A            |
| Gunston Commerce Building 9            |                            |
| 10450 Furnace Road                     |                            |
| Lorton, VA 22079-4128                  |                            |

**THIS AMENDMENT** is made and entered into between **Colchester Security II, LLC**

whose address is: 10501 Furnace Road, Suite 208
Lorton, Virginia 22079-2633

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

This Lease Amendment (LA) Number 12 is issued to reflect a one-time credit to the Government for overpayment of utilities covering the period from March 1, 2014 through February 28, 2015.

1. **Credit Amount**: In LA Number 7, the amount of operating costs included in the annual rent an estimated base amount of $254,259.00 to independently cover the cost of utilities. This amount represents an estimated annual amount from the beginning of the month of March of each year through the end of the month of February of the following year starting with March 1, 2014 through February 28, 2015.

   In accordance with Paragraph 2 of LA Number 7, a one-time lump sum credit of ($107,232.01) [One Hundred Seven Thousand Two Hundred Thirty-Two Dollars and One Cent] is due to the Government.

2. **Method of Payment of Credit**: Upon execution and processing of this LA by the Government, the Government shall receive the above one-time lump sum credit by withholding the amount of $107,232.01 from payment of rent due to Lessor. Should the credit amount exceed the monthly rent payment, the remaining balance shall be withheld from rent due for the following month(s) until completely exhausted.

This Lease Amendment contains 2 pages.

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 below date.

**FOR THE LESSOR:**

Signature: [Redacted]
Name: [Redacted]
Title: [Redacted]
Entity Name: **Colchester Security II, LLC**
Date: 08/01/2015

**FOR THE GOVERNMENT:**

Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: AUG 07 2015

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]
Name: Property Manager
Title: [Redacted]
Date: 08/01/2015

*Lease Amendment Form 12/12*
3. **Annual Rent:** The transaction covered by this LA has no impact on the annual rent. The current annual rent shall continue to include the base amount of $254,269.00 for utilities, which shall continue to be independently reconciled once each year, upon receipt of actual utilities bills.

4. **Exhibit A:** The attached Exhibit A, which shall be made part of this LA, illustrates the calculation of the credit due to the Government based on bills covering the period from March 1, 2014 through February 28, 2015.

Attachments:

1. Exhibit A (Page 3 of 3)
2. Actual Bills
3. SLA Number 7

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

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.