

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE <i>12/28/11</i>
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TO LEASE NO. GS-11B-02173

ADDRESS of Premises: 10400 Furnace Road, Suite G
Lorton, Virginia 22079-2613

THIS AGREEMENT, made and entered into this date by and between: Colchester Security II, LLC
Whose address is c/o Colchester Security II, LLC
10501 Furnace Road
Suite 208
Lorton, Virginia 22079

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to settle all outstanding claims between the parties, reconfigure the leased premises for a substitute tenant agency, restore the TI Allowance and begin rent payments:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The parties agree to reconfigure the leased premises in accordance with the attached plan, and shall meet the design and construction procedures established by this lease, including the durations established for the completion of the tenant improvements. For purposes hereof, day 0 of the schedule shall be January 3, 2012. The lease commencement date for the 5 year lease term will be established upon substantial completion and acceptance of the leased premises, but shall be not later than July 2, 2012. Rent for the premises shall commence effective **September 15, 2011** based on the initial lease construction schedule. Notwithstanding the foregoing, and only in reference to the new schedule commencing on January 3, 2012, in the event that substantial completion of the reconfigured tenant improvements is delayed due to Lessor caused delay, then the rent shall be abated for the same number of days as the number of days that Lessor delay exceeds Government delay. Since rent has already commenced, there shall be no adjustment to the rent or any other remedy available to the Lessor for Government delay in excess of Lessor delay.

2. **LEASED PREMISES.** The leased premises are hereby reconfigured as shown in the floor plans attached hereto and incorporated into this Lease. The square footage under lease is now 53,105 ANSI BOMA Rentable Sq ft. yielding 52,288 ANSI BOMA Office Area Sq Ft of office, warehouse and related space, located in the building known as Building #7, Gunston Commerce Center, 10400 Furnace Road, Lorton, VA 22079-2613.

3. **ANNUAL RENT.** The annual rent will remain the same, \$1,758,968.32 (\$33.12246 brsf/\$33.64 boasf) to include the operating base cost of \$378,565.12 (\$7.128615 brsf/\$7.24 boasf).

4. **TENANT IMPROVEMENT ALLOWANCE.** This SLA confirms that the Government's previous award letters under this Lease have been rescinded and the Tenant Improvement Allowance has been restored in its entirety to \$1,045,760.00 (\$20.00/ABOASF) in consideration of a lump sum payment to the Lessor for prior Tenant Improvement alterations as reimbursement for all work performed pursuant to previous award letters. The lump sum payment has been negotiated and agreed to in the amount of \$1,375,194.00 in accordance with the Tenant Improvement Allowance stipulated in Paragraph 3.1.A in SFO # 07-016. The Government shall be entitled to authorize distributions from the Tenant Improvement Allowance (TIA) after the Lessor's receipt of the aforementioned lump sum amount.

5. **PERCENTAGE OF OCCUPANCY.** The Government's percentage of occupancy for real estate tax purposes shall be 59.21% based on 53,105 brsf of the 89,696 brsf of the entire building.

This document is not legal or binding, until fully executed by the Government.

All other terms and conditions, to include rent payment process, of the lease shall remain in force and effect until the end of lease term.

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

LESSOR: Colchester Security II, LLC

BY *Edwin W. Lynch*
Edwin W. Lynch

12/21/2011
Date

IN THE PRESENCE OF (witnessed by :)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY *T.C. Hairston*
Seyi Gbadegehin

Contracting Officer GSA, NCR