

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
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DATE
FEB 1 - 2012

TO LEASE NO.
GS-11B- 02209

ADDRESS OF PREMISES
**44965 Aviation Drive
Dulles, VA 20166-7519**

**THIS AGREEMENT, made and entered into this date by and between: V-Dulles West, LLC
whose address is:**

**1420 Spring Hill Road
Suite 335
McLean, VA 22102-3027**

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 effective upon execution by the Government as follows:

This Supplemental Lease Agreement (SLA) Number 1 is issued to establish the lease start date and reflect acceptance by the Government of the premises covered by this lease as substantially complete effective January 28, 2011. This SLA is also issued to reflect the following changes:

1. The space covered by this Lease shall increase by 156 ABOA to include 156 ABOA being a portion of the hallway and made part of the space occupied by the Government as noted on the attached revised floor plan. This increase of space shall not impact the rentable square footage initially under lease. Pursuant to this SLA, Paragraph 1 of the SF2 shall be revised to read as follows:

The Lessor hereby leases to the Government the following described premises:

A total of **12,645** Rentable Square Feet (BRSF) being **12,061** ANSI BOMA Office Area Square Feet (BOASF), and being **Suites 110, 111 and 112**, located on the First Floor of the building known as **Dulles West**, as noted on the attached floor plan and made part hereof, with the address being **44965 Aviation Drive, Dulles, Virginia 20166-7519**. Fifty (50) parking spaces are also covered by this Lease.

To be used for office and related purposes as determined by the Government.

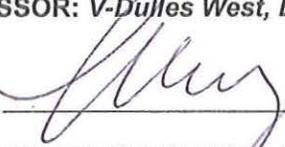
2. The Tenant Improvement Allowance (TIA) provided by the Lessor shall be reduced by the amount of \$34,212.80 from \$238,100.00 to \$203,887.20 for the portion of TIA not utilized by the Government as noted in Paragraph 6.b. of the SF2. As a result, the amount of TIA included in the annual rent and amortized at the interest rate of 10% shall be reduced by \$8,723.05 from \$60,707.06 to \$51,984.01.

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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.

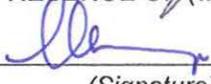
LESSOR: V-Dulles West, LLC

BY  _____

Manager

(Title)

IN THE PRESENCE OF (witnessed by:)

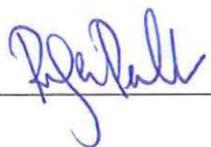


(Signature)

1420 Spring Hill Rd, Ste 335, McLean, VA 22102

(Address)

UNITED STATES OF AMERICA

BY  _____

Contracting Officer, GSA, PBS, NCR, Lease Execution Division
(Official Title)

**GENERAL SERVICES ADMINISTRATION-
PUBLIC BUILDINGS SERVICE
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TO LEASE NO.

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ADDRESS OF PREMISES: 44965 Aviation Drive
Dulles, VA 20166-7519

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3. The annual rent shall be adjusted to account for the revisions stated in Paragraphs 1 and 2 of this SLA as follows:
- a) The annual rent shall increase by \$2,184.00 [\$14.00 x 156 ABOA] for the additional 156 ABOA. This rent shall be added to the shell rent without any impact on the operating cost or tax bases, and shall not be subject to adjustments required by Paragraphs 3.5 and 3.7 of SFO No. 07-016.
 - b) The annual rent shall decrease by \$8,723.05 to reflect the reduction of the amount of TIA provided by the Lessor and not utilized by the Government.

FINAL ANNUAL RENT: Effective January 28, 2011, the Government shall pay the Lessor an annual rent of \$315,372.15 payable at the rate of \$26,281.01 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$82,620.70 (inclusive of fees for daytime cleaning of \$17,262.25), base real estate taxes and \$51,984.01 to amortize a tenant improvement allowance of \$203,887.20 at ten percent (10%) annual interest.

4. The Government's percentage of occupancy shall remain 11.66% based on 12,645 BRSF / 108,466 BRSF.
5. Paragraph 4 of the SF2 shall be revised to read as follows:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$321,911.20, payable at the rate of \$26,825.93 per month in arrears. This annual rent is inclusive, as part of the operating costs, of fees for daytime cleaning in the amount of \$17,262.25. The operating cost and tax bases shall be recomputed for a new five-year term at the beginning of the option term. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 07-016. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

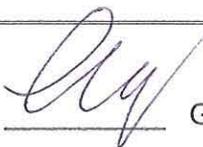
6. Paragraph 6.f. of the SF2 shall be revised to read as follows:

The Government shall be entitled to rent abatement in the amount of \$44,769.70 to be applied against rent due for the full first month and a portion of the second month of this lease. The Lessor shall not be liable for any concessions, including broker commissions or free rent, except as expressly stated herein.

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

LESSOR



GOV'T

