

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE
AUG 15 2012

TO LEASE NO. GS-11B-02254

ADDRESS OF PREMISES: 14501 George Carter Way, Chantilly, VA 20151

THIS AGREEMENT, made and entered into this date by and between Headquarters 2, LLC

whose address is 14501 George Carter Way, Chantilly, VA 20151

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, as follows:

The Supplemental Lease Agreement (SLA) is hereby issued to establish rent start/substantial completion effective January 5, 2012.

The square footage under lease is 7,700 BOMA Rentable Square Feet (BRSF) of office and related space, yielding 6,715 ANSI BOMA Office Area square feet (ABOASF) and related office and space, located on portion of the 1st floor in the building known as Ellipse at Westfields, located at 14501 George Carter Way, Chantilly, VA 20151.

The annual rent of \$235,539.04 (\$30.589486/BRSF/\$35.076551 ABOASF) at the rate of \$19,628.25 per month in arrears includes an operating cost base of \$67,144.00 (\$8.72/BRSF, \$10.00/ABOASF), and base year real estate taxes. A tenant improvement allowance of \$266,762.40 (\$39.726344/ABOASF) is included in the annual rent at a 0% amortization rate over the firm term of the lease. The Government has agreed to reimburse Lessor for the value of the above standard items that existed in the space before lease execution in the agreed amount of \$215,417.20 (\$32.080000 ABOASF) and the Government tenant build out of the space spent in the amount of \$51,345.20 (\$7.646344 ABOASF), for a total of \$266,762.40 of tenant allowance used.

The Government percentage of occupancy for real estate tax purposes shall be 2.927957% based upon occupancy of 7,700 BRSF of the 262,982 BRSF.

Rental payments due and owing under the lease shall be reduced during the 1st and 2nd months of the lease term to recapture the Commission Credit in the amount of [REDACTED]. The credit for the 1st month is [REDACTED] and thus the total rent due for the 1st month shall be [REDACTED]. The credit for the 2nd month is [REDACTED] and thus the total rent due for the 2nd month shall be [REDACTED].

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 until the end of lease term.

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

LESSOR: Headquarters 2, LLC

By [REDACTED]
(SIGNATURE)

Executive Vice President
(Title)

[REDACTED]
(Signature)

14501 George Carter Way, Chantilly, VA 20151
(Address)

United [REDACTED]
(signature)

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