GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 1

JUN 1 0 2011

TO LEASE NO

GS-11B-02281

ADDRESS OF PREMISES

10450 Furnace Road Lorton, Virginia 22079-4128

THIS AGREEMENT, made and entered into this date by and between Colchester Land Company, L.L.C.

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

The Lessor hereby agrees to provide an additional Tenant Improvement Allowance (TIA) of up to \$775.410.00 (\$15.00 x 51,694 ABOA) for initial tenant alterations. This additional TIA shall be amortized at the interest rate of 9% over the entire term of this Lease resulting in an increase of the annual rent by up to \$117,870.79 from \$1,538,754.52 to up to \$1,656,625.31 payable at the rate of \$138,052.11 per month.

Upon completion of the tenant improvements by the Lessor and acceptance thereof by the Government, the final cost of TIA for a total of up to \$1,033,880.00 [Initial TIA of \$258,470.00 (\$5.00 x 51,694 ABOA) + Additional TIA of \$775,410.00 (\$15.00 x 51,694 ABOA)] shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount for the TIA utilized and the corresponding adjustment to the annual rent for the entire term of the Lease. Any tenant improvements in excess of this amount shall be funded by the Government via lump sum payment.

The amount of rent abatement stated in Paragraph 3 of the SF2 to be applied against the first month of the Lease shall increase to up to \$138,052.11 to include the additional TIA that will be established in a subsequent SLA.

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.

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

Colchester Land Company, L.L.C.	
	Edwin W. Lynch, Manager (Typed Name & Title)
	P.O. Box 1607, Lorton, Virginia 22199 (Address)
	Contracting Officer, GSA, NCR, Lease Execution Division (Official Title)
	Colchester Land Company, L.L.C.