

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 2 (page 1 of 4)

DATE
AUG 10 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:

1. The Lessor has agreed to provide an emergency power generator. The cost of the generator shall be added to the rent and amortized as part of the building shell at the additional rate of \$90,181.31 per annum.
2. The initial operating cost base of \$197,336.00 shall increase by \$17,506.00 to \$214,842.00 to include the maintenance cost of the generator per the attached revised Form 1217.
3. The Lessor has agreed to provide an additional Tenant Improvement Allowance [TIA] of up to \$1,141,403.52 [\$22.08 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 \$173,505.81. Upon completion of the tenant improvements by the Lessor and acceptance thereof by the Government, the final amount of TIA for a total of up to \$2,175,283.52 [\$42.08 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.
4. Pursuant to Paragraphs 1, 2 and 3 above, the annual rent shall increase by up to \$281,193.12 from \$1,656,625.31 to \$1,937,818.43. The amount of rent abatement stated in Paragraphs 3 of the SF2 and SLA Number 1 to be applied against the first month of the Lease shall increase to up to \$161,484.87. The final amount of rent abatement shall be established in a subsequent SLA upon finalization of the amount of TIA utilized by the Government.

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.

Lessor
BY
IN THE



Edwin W. Lynch, Manager
(Typed Name & Title)

(Address)

UNITED STATES OF AMERICA:

BY



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