

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 5 (page 1 of 2)

JUN 14 2012

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 Security II, LLC
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:

This Supplemental Lease Agreement (SLA) Number 5 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 September 1, 2011.

1. **Premises:** The premises covered by this Lease are 54,721 BOMA Rentable Square Feet (BRSF) [yielding 51,694 ANSI/BOMA Office Area Square Feet (ABOA)] consisting of the entire building known as Gunston Commerce Center Bldg 9 located at 10450 Furnace Road, Lorton, Virginia 22079-4128. Covered by this Lease are also One Hundred Twelve (112) reserved surface parking spaces at no additional cost to the Government.
2. **Term:** This Lease shall be for a firm term of Ten (10) years beginning on September 1, 2011 and ending on August 31, 2021.
3. **Annual Rent:** Subject to free rent as stated below, the Government shall pay the Lessor the annual rent of \$1,878,432.09 payable at the rate of \$156,536.01 per month in arrears. This annual rent is inclusive of an operating cost base of \$214,842.00, a real estate tax base, and a tenant improvement allowance (TIA) of \$271,280.53.
4. **Free Rent:** The Government shall be entitled to free rent in the amount of \$156,536.01 covering the entire month of September 2011.

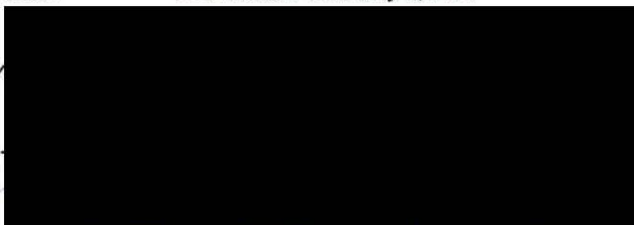
All other terms and conditions of the lease shall remain in force and effect.

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

Lessor: Colchester Security II, LLC

BY

IN



(Signature)

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

P.O. Box 1607, Lorton, VA 22199
(Address)

UNITED STATES OF AMERICA:

BY



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

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5. Operating Costs: For the purpose of Operating Cost adjustments, in accordance with Paragraph 4.3 of SFO Number 7VA2101, the first CPI adjustment shall be processed effective September 1, 2012 using the operating cost base of \$214,842.00 included in the above annual rent and the base index of 223.326 for the month of August 2011. This operating cost base covers base building operations, fees for daytime cleaning services, building maintenance and repair contracts including maintenance and service of the 650 KVA emergency power generator provided by the Lessor.

6. Tenant Improvement Allowance (TIA): Per SLA Number 2, the Lessor had agreed to provide additional TIA for a total up to \$2,175,283.52. Per this SLA Number 5, the final amount of TIA utilized by the Government is \$1,784,612.03. This TIA is being amortized in the rent at the interest rate of Nine percent (9%) over the lease Ten (10) year term, at the annual rate of \$271,280.53.

7. Real Estate Taxes: For the purpose of Real Estate Tax adjustments required in accordance with Paragraph 4.2 of SFO Number 7VA2101, the Government percentage of occupancy in the building shall be 100% [54,721 BRSF / 54,721 BRSF].

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 *EW* GOV'T *SAW*