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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. <u>1</u> |
| | TO LEASE NO. <u>GS-11B-12553</u> |
| ADDRESS OF PREMISES: 10720 Richmond Highway, Lorton, VA, 22079-2622 | |

6-9-14

THIS AMENDMENT is made and entered into between **Colchester Security I, LLC**

whose address is: 10501 Furnace Road, Suite 208, Lorton, VA 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

This Lease Amendment (LA) No. 01 is hereby issued to memorialize the following: a.) revise paragraph 1 of the Standard Form 2 (SF-2) to reflect a change in the allocation of the square footage; b.) establish the rent commencement date, annual rent, Broker Commission and Broker Commission Credit for Phase II of the Lease, which consist of 46,944 BRSF equivalent to 46,720 ABOA; c.) add 5,756 BRSF/ 5,710 ABOA of expansion space; d.) establish the annual rent for the total square footage under lease; and e.) establish the composite lease commencement date for the Firm Term of the lease.

a.) Paragraph 1 of the SF-2 shall be deleted in its entirety and replaced with the following: A total of 77,167 BOMA Rentable Square Feet (BRSF) equivalent to 76,798 ANSI/BOMA Area Square Feet (ABOA) (**34,183 ABOA of office space, 17,478 ABOA of warehouse space, and 25,137 ABOA of support space**) consisting of a portion of the First (1st) Floor and the entire Mezzanine Floor (attached hereto as REVISED Exhibit "A") in the building known as Building 2 – Gunston Commerce Center, located at 10720 Richmond Highway, Lorton, VA 22079-2622. Additionally, the Government shall be entitled to six (6) indoor secured reserved parking spaces and two (2) outdoor reserved fenced parking spaces for Official Government Vehicles, as well as 216 non-reserved, surface parking spaces for employee parking as depicted in Exhibit "B" attached hereto and made a part hereof at no additional cost to the Government.

b.) In accordance with paragraph 2 of the SF-2, the Government and Lessor hereby agree to the date of **July 1, 2013** as being the **rent commencement date for Phase II of the lease**, which consist of **46,944 BRSF/ 46,720 ABOA**. Therefore, effective July 1, 2013, **the annual rent for Phase II of the lease shall be \$1,797,485.76** (~~\$38.29 x \$46,944 BRSF~~;

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This Lease Amendment contains (3) pages.

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 below date.

FOR THE LESSOR:

Signature: [Redacted]
Name: [Redacted]
Title: [Redacted]
Entity Name: Colchester Security I LLC
Date: April 23, 2014

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Lisa Richmond
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 6-9-14

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: [Redacted]
Title: Property Manager
Date: April 23, 2014

hl ~~\$38.47/ABOA~~, payable at a rate of \$149,790.48 per month in arrears. Therefore, the total square footage under lease shall be 77,167 BRSF/ 76,798 ABOA. Pursuant to paragraph 3 of the SF-2, the annual rent shall be \$2,954,724.43 (77,167 BRSF x \$38.29) payable at \$246,227.04 per month. Rent for a lesser period shall be prorated.

Notwithstanding the above, and pursuant to paragraph 6(c) of the SF-2, [REDACTED] agrees to pay UGL Services Equis Operations Co. (Broker representing GSA) a total Commission of \$539,245.70 for Phase II. The Broker, in accordance with [REDACTED] Commission and Commission Credit," described in the SFO Paragraph 2.4 (b), has agreed to forego \$269,622.84 (Commission Credit) of the Commission for Phase I [REDACTED] entitled to receive. The Commission Credit for Phase II shall be paid in equal monthly installments of \$89,874.28, against the monthly shell rent, during the first (1st), second (2nd), and third (3rd) months following rent commencement. The Commission Credit shall be paid per the following schedule:

First [REDACTED] July 2013 [REDACTED] Payment for Phase II of \$149,790.48 minus first month's Commission Credit of \$89,874.28 equals \$59,916.20 [REDACTED] First Month's Rent. This adjusted First Month's Rent shall be in addition to the current monthly rent of \$96,436.56 for Phase I. Therefore, the monthly rent for July 2013 for Phase I & Phase II shall be \$156,352.76 ($\$59,916.20 + \$96,436.56 = \$156,352.76$).

Second [REDACTED] (August [REDACTED] Payment for Phase II of \$149,790.48 minus second month's Commission Credit of \$89,874.28 equals \$59,916.20 [REDACTED] Second Month's Rent. This adjusted Second Month's Rent shall be in addition to the current monthly rent of \$96,436.56 for Phase I. Therefore, the monthly rent for August 2013 for Phase I & Phase II shall be \$156,352.76.

Third [REDACTED] (September [REDACTED] Payment for Phase II of \$149,790.48 minus third month's Commission Credit of \$89,916.20 equals \$59,916.20 [REDACTED] Third Month's Rent. This adjusted Third Month's Rent shall be in addition to the current monthly rent of \$96,436.56 for Phase I. Therefore, the monthly rent for September 2013 for Phase I & Phase II shall be \$156,352.76.

The Broker Commission earned in accordance with the three (3) [REDACTED] cooperating lease commission [REDACTED] SFO Section 2.4 [REDACTED] Paragraph 6.C of the Lease is a total Commission [REDACTED] 2, broken down as \$347,171.62 for Phase 1 and \$539,245.70 for Phase 2. The Broker has forgone fifty percent (50%) of the Broker Commission [REDACTED] Commission Credit to the Government. For Phase 1, the Government received the full Commission Credit of \$173,585.82 as free rent in accordance with Paragraph 6.C of the Lease, and the Broker has been paid the entire Commission [REDACTED] Commission Credit. The Commission Credit for Phase 2 will be taken as set forth above in the amount of \$269,622.84. However, the parties acknowledge and agree that the final amount of the Broker Commission and Commission Credit as stipulated herein may be adjusted in the event that the Government does not utilize the entire Tenant Improvement Allowance, which is amortized in the rent and computes as part of the total lease value upon which the 3.0% cooperating lease commission has been calculated. The remaining amount of the Commission, less the Commission Credit, shall be paid to the Broker after the Government finalizes the total Tenant Improvement Allowance utilized under this Lease. In the event that the Government uses less than the full amortized amount of the Allowance and the rent to be paid by the Government is reduced in a future Lease Amendment, then the final Commission payment to the Broker will be adjusted to reflect the actual rent to be paid by the Government, including consideration of the first half Commission already paid to the Broker for the Phase I premises.

- c.) Additionally, effective July 1, 2013, the Government's premises under this Lease is hereby expanded by 5,756 BRSF/ 5,710 ABOA of space located in Suite A1 [EXPANSION SPACE] (see attached REVISED Exhibit A). The annual rent for the Expansion Space shall be \$220,397.24 (\$38.29/BRSF; \$38.60/ ABOA) or \$18,366.44 per month. Notwithstanding paragraph "b" above, the revised monthly rent for the months of July 2013, August 2013 and September 2013 shall be \$174,719.20 ($\$156,352.76 + \$18,366.44 = \$174,719.20$). Therefore, effective July 1, 2013, the total square footage under Lease shall increase from 77,167 BRSF/ 76,798 ABOA to 82,923 BRSF / 82,508 ABOA.
- d.) Effective July 1, 2013, the Government shall pay Lessor an annual rent of \$3,175,121.67 ($\$38.29 \times 82,923$ BRSF/; \$38.48/ ABOA) payable at \$264,593.47 per month in arrears. Rent for a lesser period shall be prorated.
- e.) Pursuant to paragraph 2 of the SF-2, the Government shall occupy the leased premises for a period of ten (10) years firm per the terms of the General Clauses paragraph 12 titled Progressive Occupancy and paragraph 20 titled Acceptance of Space. Accordingly, the Government and Lessor hereby acknowledge and agree to establish the date of July 1, 2013 as

INITIALS: [Signature] & [Signature]
LESSOR & GOV'T

being the composite lease commencement date. Therefore paragraph 2 of the SF-2 is revised as follows:

TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on July 1, 2013 and continuing through June 30, 2023.

Effective July 1, 2013, the revised Operating Expense Base for annual operating cost adjustments shall be \$598,704.06 (\$7.22/BRSF; \$7.26/ ABOA).

Effective July 1, 2013, the revised percentage of Government occupancy for Real Estate Tax purposes shall be 74.42% (82,923 BRSF/ 111,431 BRSF).

This document will not constitute an obligation until the date of execution by the United States. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

INITIALS:  LESSOR &  GOVT