

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 01
LEASE AMENDMENT	TO LEASE NO. GS-11P-LVA12589
ADDRESS OF PREMISES Gunston Commerce Building 5 10501 Furnace Road, Suite 102 Lorton, VA 22079	PDN Number: N/A

THIS AMENDMENT is made and entered into between Colchester Security III, 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 1, 2013, as follows:

This Lease Amendment (LA) Number 1 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 August 1, 2013.

- Premises:** The Government hereby accepts 16,210 BOMA Rentable Square Feet (BRSF) [yielding 16,030 ANSI/BOMA Office Area Square Feet (ABOA)] consisting of 12,684,86 BRSF / 12,544 ABOA of warehouse / storage space and 3,525.14 BRSF / 3,486 ABOA of office space in Suite 102 of the building known as Gunston Commerce, Building 5 located at 10501 Furnace Road, Lorton, Virginia 22079. Covered by this Lease are also Fifteen (15) reserved surface parking spaces at no additional cost to the Government.
- Term:** The Lessor hereby leases the Leased Premises to the Government for a term of five (5) years with a firm term of two (2) years and two (2) months. The Government's date of acceptance is August 1, 2013. Accordingly, this lease shall expire on July 31, 2018 with termination rights at any time after September 30, 2015.
- Annual Rent:** The Government shall pay the Lessor the annual rent of \$415,982.00 payable at the rate of \$34,665.17 per month in arrears. This annual rent is inclusive of an operating cost base of \$78,707.30.

This Lease Amendment contains 2 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: _____
Name: _____
Title: MANAGER
Entity Name: COLCHESTER SECURITY III, LLC
Date: AUGUST 2, 2013

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: AUGUST 23, 2013

WITNESS

Signature: _____
Name: _____
Title: ASST. PROPERTY MANAGER
Date: AUGUST 2, 2013

4. Termination Rights: In accordance with Paragraph 1.05 of the lease document L201C, the Government may terminate the lease, in whole or in part, at any time effective after **September 30, 2015** by providing not less than 120 days prior written notice to the Lessor.
5. Real Estate Taxes: For the purpose of Real Estate Tax adjustments required, in accordance with Paragraph 1.13 of the lease document L201C, the Government percentage of occupancy in the building shall be **24.65774%** [16,210 BRSF / 65,740 BRSF].
6. Operating Costs: For the purpose of Operating Cost adjustments, in accordance with Paragraph 1.15 of the lease document L201C, the first CPI adjustment shall be processed effective **August 1, 2014** using the operating cost base of **\$78,707.30** included in the above annual rent and the base index for the month of **July 2013**. This operating cost base covers base building operations, fees for daytime cleaning services, building maintenance and repair contracts.

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

INITIALS: *[Signature]* & *[Signature]*
LESSOR GOVT