

**ATTACHMENT 1**

**THE FIRST AMENDMENT TO DEED OF LEASE ATTACHED HERETO AS ATTACHMENT 1 IS CURRENTLY IN THE PROCESS OF BEING APPROVED BY THE LANDLORD'S LENDER. THE CURRENT ATTACHMENT 1 SHALL BE REPLACED PRIOR TO COUNTY BOARD ACTION WITH A FIRST AMENDMENT TO DEED OF LEASE THAT HAS BEEN APPROVED BY THE LANDLORD'S LENDER AND SIGNED ON THE LANDLORD'S BEHALF**

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE ("First Amendment") is made this \_\_\_\_ day of June 2009, by and between 1101 WILSON OWNER, LLC, a Delaware limited liability company ("Landlord"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic ("Tenant").

**W I T N E S S E T H:**

**WHEREAS**, by that certain Deed of Lease dated November 20, 2008 (the "Lease"), Landlord leased to Tenant, and Tenant leased from Landlord, approximately 53,826 square feet of area as shown on Exhibit A attached to the Lease and the Terrace Area (as defined in the Lease)(collectively, the "Demised Premises") in the building located at 1101 Wilson Boulevard, Arlington, Virginia (the "Building"), upon the terms and conditions more specifically set forth therein; and

**WHEREAS**, Landlord and Tenant wish to amend and modify the terms and conditions of the Lease, upon the terms and conditions set forth in this First Amendment.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) in hand paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Tenant's Option to Terminate. Paragraph A of Exhibit G attached to the Lease (captioned "Tenant's Option to Terminate") is hereby amended by deleting therefrom the language "June 30, 2009" and by inserting "July 31, 2009" in lieu thereof as and for the Termination Date thereunder.

3. Brokers. Landlord and Tenant each represents and warrants to the other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this First Amendment.

4. Ratification. Except as expressly modified by this First Amendment, all terms and provisions of the Lease shall remain in full force and effect. All of the Sections of the Lease not specifically amended hereby shall remain as provided in the Lease.

5. Authority. Landlord and Tenant represent and warrant to each other that the person signing this First Amendment on its behalf has the requisite authority and power to execute this First Amendment and to thereby bind the party on whose behalf it is being signed.

6. Lender's Approval. This First Amendment shall not be binding upon Tenant without the prior written consent of Landlord's current mortgagee secured by the Building (the "Mortgagee"). If Tenant does not receive Mortgagee's written consent to this First Amendment before June 25, 2009 Tenant shall have the right and option to terminate this First Amendment by providing written notice of termination to Landlord on or before June 30, 2009.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Deed of Lease as of the day and year first hereinabove written.

WITNESS:

LANDLORD:

1101 WILSON OWNER, LLC, a Delaware limited Liability Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Anthony Westreich  
Title: President

WITNESS:

TENANT:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney