**Fairfax County Land Records**  
**Cover Sheet**

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## Instruments

**DECLARATION MODIFICATION**

**Grantor(s)**
COMESTOCK RESTON ETATION HOLDINGS LC_F_N, CRES BLVD I LC_F_N, 11465 SH I LC_F_N

**Grantee(s)**
RESTON ASSOCIATION_F_N

[Print Cover Sheet 1]
SUPPLEMENTARY DECLARATION TO THE RESTON DEED
REGARDING ANNEXATION OF THE RESIDENTIAL PORTION
OF
RESTON STATION

This Supplementary Declaration to the Reston Deed Regarding Annexation of the Residential Portion of Reston Station ("Declaration") is made this 3rd day of November, 2016 by Comstock Reston Station Holdings, LLC, a Virginia limited liability company, its successors and assigns ("CRS Holdings"), as Grantor for indexing purposes; CRS Blvd 1, LLC, Virginia limited liability company, its successors and assigns ("Blvd" and, together with CRS Holdings, "CRS"), as Grantor for indexing purposes; 11465 SH 1, LLC, a Virginia limited liability company, its successors and assigns ("11465" and, together with CRS, "Comstock"), as Grantor for indexing purposes; and Reston Association, a Virginia nonstock corporation (the "Association"), as Grantee for indexing purposes.

****WITNESSETH****

WHEREAS, by Deeds of Dedication of Reston, Sections One and Two, recorded among the land records of Fairfax County Virginia ("Land Records") in Deed Book 2431, Page 319, et seq., and Deed Book 2499, Page 399, et seq., respectively; as amended by that Declaration of Amendments of Protective Covenants of Reston recorded among the Land Records in Deed Book 5947, Page 1127, et seq.; as amended and consolidated by that Deed of Amendment to the Deeds of Dedication of Reston, recorded among the Land Records in Deed Book 6072, at Page 69, et seq., and as subsequently amended and restated by that First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston as recorded in the Land Records in Deed Book 18419, Page 1226 et seq. (collectively, "Reston Deed"), the planned residential community of Reston ("Reston PRC") was created upon certain specified property located in Fairfax County, Virginia;

WHEREAS, pursuant to Article II, Section II.2 of the Reston Deed, property not previously a part of the Reston PRC may be added to the Reston PRC and be subjected to the Reston Deed, in whole or in part, by written consent of the property owner and the consent of the Board of Directors of the Association;
WHEREAS, CRS is the leasehold owner of certain property located in Fairfax County Virginia, more particularly described in Exhibit A-1 attached hereto and incorporated herein ("CRS Property"), and 11465 is the owner of certain property located in Fairfax County Virginia, more particularly described in Exhibit A-2 attached hereto and incorporated herein ("11465 Property" and, together with the CRS Property, the "Comstock Property"), which property is not previously a part of the Reston PRC;

WHEREAS, the parties desire to provide, with respect to the Comstock Property, a process for the annexation of one or more multifamily residential buildings on the Comstock Property (each such building, together with the portions of the Comstock Property upon which the building is constructed, is referred to as a "Residential Portion") into the Reston PRC and the jurisdiction of the Association, whereby each Residential Portion will be made subject to some, but not all, of the terms and conditions of the Reston Deed;

WHEREAS, Blvd has constructed a multifamily residential building upon a certain portion of the Comstock Property more particularly described in Exhibit B attached hereto and incorporated herein ("Blvd Property"), which property constitutes a Residential Portion;

WHEREAS, Blvd and the Association desire to annex the Blvd Property into the Reston PRC and the jurisdiction of the Association and to subject the Blvd Property to some, but not all, of the terms and conditions of the Reston Deed; and

WHEREAS, the Association, through its Board of Directors, has consented to the addition of the Blvd Property to the Reston PRC, on the following terms and conditions.

NOW, THEREFORE, Comstock and the Association declare as follows:

1. Recitals; Defined Terms. The recitals set forth above are hereby incorporated into this Declaration by this reference as if set forth herein. Capitalized terms used in this Declaration, unless otherwise indicated, shall have the same definitions and meanings as set forth in the Reston Deed.


(a) On or about the date of issuance of the certificate(s) of occupancy (i.e., residential use permit(s)) for a residential building on a portion of the Comstock Property, the owner of the building and the real property, with the written consent of the Board of Directors of the Association, shall execute and record among the Land Records a supplementary declaration (or amendment hereto) designating the building and the portion of the Comstock Property upon which the building is constructed to be a Residential Portion hereunder. The
supplementary declaration (or amendment) shall confirm that the Residential Portion is annexed into the Reston PRC and the jurisdiction of the Association and made subject to some, but not all, of the terms and conditions of the Reston Deed as contemplated herein, and that the designated Residential Portion is part of the "Property" (as that term is defined in Article I, Section 1.1(hh) of the Reston Deed).

(b) Subject to and in accordance with the provisions of this Declaration, a Residential Portion shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the easements, covenants, conditions and restrictions of the Reston Deed, as modified hereby, which are for the purposes described in the Reston Deed, and which shall run with title to the Residential Portion and be binding on all parties having any right, title, or interest therein or in any part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3. Residential Portion that is a Rental Property. The provisions of this Section 3 shall apply with respect to any Residential Portion which is a Rental Property (defined below).

(a) Initially and for so long as a Residential Portion is (i) held under unified single ownership (including ownership under a commercial condominium regime) (e.g., for illustration purposes, a limited liability company, limited partnership, partnership, person, corporation, trust or other legal entity owns the entirety of the building and property) or (ii) operated substantially as a residential apartment building with Apartment Units for rent (in either case, a "Rental Property"), the owner of the Rental Property and the Occupants of the Apartment Units therein shall be exempt from, and have no obligation for, any assessment by the Association pursuant to Article V of the Reston Deed or otherwise, including for any Annual Assessment, Special Assessment, Maintenance Assessment or any other amount to be paid to the Association in the form of dues, assessments or similar fees, unless otherwise agreed upon in writing by the parties (e.g., with regard to Optional Service Expenses under Section 16 of Article V).

(b) The owner of a Rental Property shall not have a right to vote as a Member of the Association, regardless of Category of Membership.

(c) The owner of a Rental Property shall promote the use of the Association's Common Areas and participation in Reston Events to the Occupants of the Apartment Units located in the Rental Property, including through the distribution of the Association's publications, magazine, announcements, RA News, application forms, opportunities and other documentation in the lobby and other appropriate areas within the Rental Property.
(d) Any Occupant of an Apartment Unit in a Rental Property may use the Common Area of the Association, including any facilities thereon, and may participate in the Association’s programs, activities, events and camps (each, a “Reston Event”) upon the payment by the Occupant of a fee or fees directly to the Association (“Reston Fee”). The Reston Fee may be imposed by the Association, either on a per Reston Event basis or on an annual or other periodic basis, in such amounts as may be reasonably determined by the Board of Directors of the Association in its sole discretion. The Reston Fees shall be determined by the Board of Directors on an annual basis, in advance, and shall be published from time to time to the owners of Rental Property.

4. Residential Portion that is not a Rental Property. The provisions of this Section 4 shall apply with respect to any Residential Portion that is not, or is no longer, a Rental Property (i.e., buildings which are developed initially for, and those which have been converted to, residential condominium or cooperative ownership and not operated as a multifamily residential building with Apartment Units for rent).

(a) Upon conveyance to a third party homebuyer of one or more individual residential condominium unit(s) or an ownership interest in a cooperative association (coupled with a possessory interest under a proprietary lease or equivalent) within a condominium or cooperative established on a Residential Portion (each, a “Residential Unit”), the owner of the Residential Unit (“Residential Unit Owner”) thereafter shall be subject to assessments, charges and fees imposed by the Association consistent and in accordance with the Reston Deed, including but not limited to Article V, as if the Residential Unit was a Lot within the Reston PRC, subject to the terms and conditions of this Declaration, including the following:

(i) In the first fiscal year following the initial conveyance to a third party homebuyer, the Annual Assessment for the Residential Unit shall be ten percent (10%) of the then current Annual Assessment otherwise applicable to Lots which are not Residential Units.

(ii) In the second and each succeeding fiscal year of the Association following the initial conveyance to a third party homebuyer, the Annual Assessment for the Residential Unit shall increase by ten percent (10%), until the Annual Assessment Amount achieves the maximum rate of fifty percent (50%) of then current Annual Assessment otherwise applicable to Lots which are not Residential Units.

(iii) The amount of any Annual Assessment or Special Assessment imposed by the Association against the Residential Unit shall never be greater than
fifty percent (50%) of the amount charged to Lots which are not Residential Units.

(iv) No Assessment shall be imposed pursuant to any provision of the Reston Deed from which the Residential Portion is expressly exempted in accordance with Section 5 of this Declaration.

(b) Residential Unit Owners shall be Category A Members under the Reston Deed, with all rights attendant thereto, including the right to vote as conferred by the Reston Deed and the Association's Articles of Incorporation and Bylaws, the right to use the Common Area and any facilities thereon and the right to participate in Reston Events. Any Residential Unit Owner, his/her spouse, family members, guests, tenants (and tenants’ families) and invitees, shall have the right to use the Common Area (including pools and tennis courts) and to participate in Reston Events, upon the payment of any admission or other fee duly established by the Board of Directors with respect to the Members in accordance the Board's authority under Section IV.2(a) of the Reston Deed.

(c) The declarant or converting owner of the Residential Portion that is selling Residential Units shall be exempt from, and have no obligation for, any Assessments, charges or fees imposed by the Association. Any Occupant of a declarant-owned Condominium Unit or residential unit in a cooperative association may use the Common Area, including any facilities thereon, and participate in Reston Events, but only upon the payment by the Occupant of the applicable Reston Fee.

(d) Except as otherwise provided in this Declaration, all other provisions of Article V of the Reston Deed are applicable to Residential Units and Residential Unit Owners.

5. General Exemptions for all Residential Portions. The provisions of this Section 5 shall apply with respect to each Residential Portion. Notwithstanding anything to the contrary herein or in the Reston Deed, each Residential Portion is hereby expressly exempted, excluded and released from the covenants, conditions, restrictions, provisions, requirements and obligations set forth in the following Articles and Sections of the Reston Deed (each of which shall be void and without effect with respect to a Residential Portion): Section III.6 (Design Review Board); Section III.7 (Covenants Committee); Section V.9 (Maintenance Assessments); Section VI.1 (Design Covenants); Section VI.2 (Use and Maintenance of Property); Section VI.4 (Easements); Article VII (Cluster Associations); and Section IX.1(b) (Enforcement). No annexation shall result in any portion of a Residential Portion being designated as Common Area under the Reston Deed, absent express grant from the property owner.
6. **Hotels and Non-Residential Commercial Uses.**

   (a) A building on the Comstock Property that is operated as a hotel containing individual condominium units with fee ownership or as a condominium hotel that also has a rental program shall not be a Residential Portion hereunder.

   (b) Premises designated for office, retail, hotel or other non-residential commercial uses which are included for any reason within a Residential Portion shall be exempt from the covenants, conditions, restrictions, provisions, requirements and obligations of the Reston Deed (which shall be void and without effect with respect to such premises).

7. **Regarding Design Covenants.** No approval, consent or endorsement from the Association’s Design Review Board or Covenants Committee is required in connection with, relating to or arising out of any construction, re-construction, development or re-development of any improvements (including buildings and other structures) on the Comstock Property. Nothing herein shall act to establish an urban redevelopment review panel or other regime to administer design guidelines for the Comstock Property; all covenants, conditions and restrictions therefor, if any, shall be set forth in a separate instrument executed by the property owner(s) to be bound and recorded among the Land Records.

8. **Annexation of the Blvd Property.** The Blvd Property more particularly described in Exhibit B is hereby annexed into the Reston PRC and the jurisdiction of the Association and made subject to some, but not all, of the terms and conditions of the Reston Deed as set forth herein. As of the date of this Declaration, the Blvd Property is a Rental Property in accordance with Section 3 hereof.

9. **Satisfaction of Proffers; Future Rezoning.** The Association hereby confirms that Comstock has paid all amounts due to the Association under Proffer Statement RZ 2009-HM-019, as the same may now or hereafter be amended and interpreted from time to time, thereby satisfying all monetary obligations to the Association with respect to the Comstock Property, including in connection with any pending or future rezonings, zoning amendments or modifications, proffer amendments, proffer condition amendments, special exceptions, CDP/FDP amendments, increases of density or development rights (whether residential or commercial) and any other land use actions with respect to the Comstock Property (collectively, “Future Rezonings”) (but excluding future assessments of a Residential Portion that is not a Rental Property in accordance with Section 4 hereof). The Association shall not request any contributions (monetary or non-monetary) in connection with a Future Rezoning. The Association shall not oppose, and upon request shall provide reasonable support for, any Future Rezoning.
10. Miscellaneous.

(a) This Declaration may be amended in its entirety only by written agreement among Comstock and the Association, acting through its Board of Directors. The Reston Deed shall not be amended by the Association in any way that changes, interferes with or affects the terms and conditions of this Declaration.

(b) The terms and conditions of this Declaration shall run with the land, shall bind Comstock and its successors in title with respect to the Comstock Property, and shall bind and inure to the benefit of the Association.

(c) To the extent that the terms of this Declaration conflict with the terms of the Reston Deed, the terms of this Declaration shall control. Except as modified by this Declaration, all of the terms and provisions of the Reston Deed are hereby expressly ratified and confirmed and shall remain in full force and effect.

(d) Each party hereby represents and warrants that it has the power to execute, deliver and perform this Declaration, that this Declaration has been duly authorized by all requisite action in accordance with the party’s organizational documents, that, when executed and delivered, this Declaration will constitute the legal, valid and binding obligation of the party and that the person signing on behalf of the party has been authorized to execute this Declaration by such party.

(e) This Declaration may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

{Remainder of page intentionally left blank}
IN WITNESS WHEREOF, the undersigned Grantors and Grantee have executed this Declaration this 28th day of November, 2016.

GRANTOR

COMSTOCK RESTON STATION HOLDINGS LLC,
a Virginia limited liability company

By: Comstock Management Services, LLC, its Manager

By: Christopher Clemente, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

On this 28th day of November, 2016, before me, the undersigned notary public, personally appeared Christopher Clemente, manager of Comstock Management Services, LLC, Manager of Comstock Reston Station Holdings LLC, a Virginia limited liability company, on behalf of the company, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: 11/30/19
Notary Registration #: 727 874

Signature Pages to Supplementary Declaration
GRANTOR

CRS BLVD I, LC,
a Virginia limited liability company

By: CRS RB4 Holdings, LC, its Managing Member

By: Comstock Management Services, LC,
its Manager

By: Christopher Clemente, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

On this 10th day of November, 2016, before me, the undersigned notary public,
personally appeared Christopher Clemente, manager of Comstock Management Services, LC,
Manager of CRS RB4 Holdings, LC, Managing Member of CRS BLVD I, LC, a Virginia limited
liability company, on behalf of the company, and who is known to me (or satisfactorily proven)
to be the person whose name is subscribed to the foregoing instrument and acknowledged that
he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: 11/30/19
Notary Registration #: 7218974
GRANTOR

11465 SH 1, LC
a Virginia limited liability company

By: Comstock Management Services, LC, its Manager

By: Christopher Clemente, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

On this 1st day of November, 2016, before me, the undersigned notary public, personally appeared Christopher Clemente, manager of Comstock Management Services, LC, Manager of 11465 SH 1, LC, a Virginia limited liability company, on behalf of the company, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: 11/30/19
Notary Registration #: 7276974

Signature Pages to Supplementary Declaration
GRANTEE

RESTON ASSOCIATION,
a Virginia Nonstock Corporation

By:  Ellen Graves, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX

On this 7 day of November, 2016, before me, the undersigned notary public, personally appeared Ellen Graves, President of the RESTON ASSOCIATION, a Virginia Nonstock Corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: Au 6, 2018
Notary Registration #: 7615196

Signature Pages to Supplementary Declaration
EXHIBIT A-1
Description of CRS Property

Tax Map # 017-4-((01))-0017A

The CRS Property comprises two leasehold parcels, more particularly described as follows:

Parcel I  (CRS Holdings Premises)

BEING the leasehold property subject to that certain lease by and between The Board of
Supervisors of Fairfax County and Comstock Reston Station Holdings, LC, as set forth in that
certain Amended and Restated Memorandum of Lease dated July 1, 2014, and recorded in Deed
Book 23712 at Page 1777.

Parcel II  (Blvd Premises)

BEING the leasehold property subject to that certain lease by and between The Board of
Supervisors of Fairfax County and CRS Blvd 1, LC, as set forth in that certain Memorandum of
Lease dated July 1, 2014, and recorded in Deed Book 23712 at Page 1787.

/\z.

Exhibit to Supplementary Declaration
EXHIBIT A-2
Description of 11465 Property

Tax Map #017-4-((24))-0003

The 11465 Property is more particularly described as follows:

Block Three (3), in Section Nine Hundred Thirteen (913), Reston, as the same appears duly dedicated in Deed of Dedication in Deed Book 5678, Page 1975 and is shown further resubdivided in Deed of Dedication, Resubdivision and Easement Agreement recorded in Deed Book 5695 at page 176, among the land records of Fairfax County, Virginia.

TOGETHER WITH the right to use an easement for ingress and egress over and across a portion of Section 913 of varying widths for access to Sunset Hills Road (Route 675) for the benefit and use of the future owners of Blocks, 3, 4, and 5 of Section 913 in Common with Outlot "A" and the property adjacent and contiguous thereto owned by Reston Industrial Joint Venture, said easement is dedicated in Deed Book 5678, Page 1975.

LESS AND EXCEPTION that portion dedicated for street purposes in Deed of Dedication, Reservation, Easement, Release and Subordination, and Vacation recorded in Deed Book 22176 at Page 1264.

AND BEING the same property conveyed to Comstock Partners, L.C., a Virginia limited liability company, by Deed from Westerra Reston, L.L.C., a Delaware limited liability company dated March 24, 2000, recorded March 28, 2000 in Book 11293, Page 644; as corrected in Deed Book 11334, Page 830, among the land records of Fairfax County, Virginia.

/3
Exhibit to Supplementary Declaration
EXHIBIT B
Description of Blvd Property

Tax Map # 017-4-01-0017L1

The Blvd Property is more particularly described as follows:

BEING the leasehold property subject to that certain lease by and between The Board of Supervisors of Fairfax County and CRS Blvd 1, LC, as set forth in that certain Memorandum of Lease dated July 1, 2014, and recorded in Deed Book 23712 at Page 1787.

//
Exhibit to Supplementary Declaration
CONSENT OF MORTGAGEE TO
SUPPLEMENTARY DECLARATION TO THE RESTON DEED
REGARDING ANNEXATION OF THE RESIDENTIAL PORTION
OF
RESTON STATION

THIS CONSENT OF MORTGAGEE is made as of November 27, 2016, by Bank of
America, N.A., a national banking association ("Mortgagee"), and PRLAP, Inc. ("Trustee").

WITNESSETH THAT:

The undersigned Mortgagee, as beneficiary under a certain Credit Line Deed of Trust,
Assignment of Rents and Security Agreement dated May 31, 2011 and recorded on June 7, 2011 in Deed
Book 21702 at Page 1566 among the land records of Fairfax County, Virginia ("Land Records"), as
modified and supplemented by the terms of a First Supplement to Credit Line Deed of Trust, Assignment
of Rents and Leases and Security Agreement dated March 27, 2013 and recorded among the Land
Records on April 10, 2013 in Deed Book 23054, Page 1344, and as the foregoing may be amended or
supplemented from time to time (collectively, the "Mortgage"), hereby consents to: (1) the execution and
recordation of the foregoing Supplementary Declaration to the Reston Deed Regarding Annexation of
the Residential Portion of Reston Station ("Declaration"), (2) the subordination of the Mortgage to the
Declaration, and for such purposes hereby directs one or more of the Trustees under the Mortgage to join
in the execution and delivery hereof.

Bank of America, N.A.

By:

Name: [Signature]
Title: [Signatory Title]

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF ANNANDALE

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that
Mindystang, as [Director, Officer, or Other Title] of Bank of America, N.A., personally
well known to me or proven to be the person whose name is signed to the foregoing Consent of
Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized
official of the company.

GIVEN under my hand and seal on November 27, 2016.

[Signature]
Notary Public

My Commission Expires: 17-OCT-2018
My Notary Registration No.: [Notary Registration Number]

[Consent of Mortgagee – Supplementary Declaration for Reston Station]
The undersigned Trustee joins in at the request of the Mortgagor as evidenced above, without liability or obligation, for the purposes set forth above.

PRLAP, Inc., Trustee

By: [Signature] [SEAL]
Name: [Name]
Title: [Title]

STATE OF Maryland
CITY/County of Anne Arundel

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction on November 22, 2016 by [Name], as the [Title] of PRLAP, Inc., Trustee.

[Signature] [SEAL]
Notary Public

My Commission Expires: 12/08/2018
My Notary Registration No.: [Number]
CONSENT OF MORTGAGEE TO
SUPPLEMENTARY DECLARATION TO THE RESTON DEED
REGARDING ANNEXATION OF THE RESIDENTIAL PORTION
OF
RESTON STATION

THIS CONSENT OF MORTGAGEE is made as of November 22, 2016, by Bank of
America, N.A., a national banking association ("Mortgagee"), and PRLAP, Inc. ("Trustee").

WITNESSETH THAT:

The undersigned Mortgagee, as beneficiary under a certain Credit Line Deed of Trust,
Assignment of Rents and Leases and Security Agreement dated February 26, 2014 and recorded on
February 27, 2014 in Deed Book 23568 at Page 1473 among the land records of Fairfax County, Virginia
("Land Records"), as modified and supplemented by the terms of a First Supplement to Credit Line Deed
of Trust, Assignment of Rents and Leases and Security Agreement dated October 15, 2014 and recorded
among the Land Records on October 16, 2014 in Deed Book 23833, Page 1920, and as the foregoing may
be amended or supplemented from time to time (collectively, the "Mortgage"), hereby consents to: (1) the
execution and recordation of the foregoing Supplemental Declaration to the Reston Deed Regarding
Annexation of the Residential Portion of Reston Station ("Declaration"), (2) the subordination of the
Mortgage to the Declaration, and for such purposes hereby directs one or more of the Trustees under the
Mortgage to join in the execution and delivery hereof:

Bank of America, N.A.

By,__________________________
Name:__________________________
Title:__________________________

COMMONWEALTH OF VIRGINIA

CITY/ COUNTY OFAnne Arundel

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that
Mindy Lange, as Director of Bank of America, N.A., personally well known to me or present to be the person whose name is signed to the foregoing Consent of
Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized
official of the company.

GIVEN under my hand and seal on November 22, 2016.

[Seal]

My Commission Expires: 12-08-2018

My Notary Registration No.:

[Consent of Mortgagee – Supplementary Declaration for Reston Station]
The undersigned Trustee joins in at the request of the Mortgagee as evidenced above, without liability or obligation, for the purposes set forth above.

PRLAP, Inc., Trustee

By: [SEAL]
Name: [Signature]
Title: [Title]

STATE OF MARYLAND

CITY/COUNTY OF ANNE ARUNDEL

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction on November 22, 2016 by [Signature], as the [Title] of PRLAP, Inc., Trustee.

[SEAL]
Notary Public

My Commission Expires: 12·08·2018
My Notary Registration No.: [Registration Number]

[Consent of Mortgagee – Supplementary Declaration for Reston Station]
CONSENT OF MORTGAGEE TO
SUPPLEMENTARY DECLARATION TO THE RESTON DEED
REGARDING ANNEXATION OF THE RESIDENTIAL PORTION
OF
RESTON STATION

THIS CONSENT OF MORTGAGEE is made as of November 27th, 2016, by CITIZENS
BANK OF PENNSYLVANIA, a state chartered banking institution, successor-in-interest to RBS
Citizens, N.A., a national banking association ("Mortgagee"), and E. KRISTEN MOYE ("Trustee").

WITNESSETH THAT:

The undersigned Mortgagee, as beneficiary under a certain Leasehold Credit Line Deed of
Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated July 1, 2014 and
recorded on July 2, 2014 in Deed Book 23712 at Page 1848 among the land records of Fairfax County,
Virginia, and as the foregoing may be amended or supplemented from time to time (collectively, the
"Mortgage"), hereby consents to: (1) the execution and recordation of the foregoing Supplementary
Declaration to the Reston Deed Regarding Annexation of the Residential Portion of Reston Station
("Declaration"), (2) the submission of the real estate described in Exhibit B to the Declaration, and (3)
the subordination of the Mortgage to the Declaration, and for such purposes hereby directs one or more
of the Trustees under the Mortgage to join in the execution and delivery hereof.

[signature pages follow]
COMMONWEALTH/STATE OF Virginia

CITY/COUNTY OF Fairfax

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that J. Zachary David, as S.V.P. of CITIZENS BANK OF PENNSYLVANIA, successor in interest to RBS Citizens, N.A., personally well known to me or proven to be the person whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized official of the bank.

GIVEN under my hand and seal on October 26th, 2016.

[Signature]

Notary Public

My commission expires: 12/31/2019

My Notary Registration No.: 7637055

[Cut-off]
The undersigned Trustee joins in at the request of the Mortgagee as evidenced above, without liability or obligation, for the purposes set forth above.

GIVEN under my hand and seal on October 27, 2016.

E. KRISTEN MOYE, Trustee

COMMONWEALTH OF VIRGINIA )
) SS:
CITY/COUNTY OF FAIRFAX

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. KRISTEN MOYE, an individual, personally well known to me or proven to be the person whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized Trustee.

[SEAL]

Notary Public

My commission expires: ____________________________
My Notary Registration No.: ______________________

[Consent of Mortgagee – Supplementary Declaration for Reston Station]