

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-03B-12084
ADDRESS OF PREMISES The Vineyards at Nassau Valley 12001 Old Vine Boulevard Lewes, DE 19958-1688	PDN Number:

THIS AMENDMENT is made and entered into between

Vineyards 3E Holdings, LLC

whose address is: 1 Kathleen Drive
Jackson, NJ 08527-2276


hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to **establish the lease term, the annual rent and the broker commission credit.**


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 June 19, 2014 as follows:


- A. The Lease Term Commencement Date is hereby established as June 19, 2014. The lease term is established as June 19, 2014 through June 18, 2024.
- B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
 - A. Office and Related Space: 5,876 rentable square feet (RSF), yielding 5,122 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building, as depicted on the floor plan(s) attached to the original Lease.
- C. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

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.



Date: July 3, 2014

FOR THE G 
Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRSC
Date: 7/8/14

WITNESSED FOR THE LESSOR BY:

Title: Administrative Assistant
Date: July 3, 2014

*A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-5	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$86,356.92	\$98,905.82
TENANT IMPROVEMENTS RENT ²	\$23,993.58	\$23,993.58
OPERATING COSTS ³	\$34,675.94	\$34,675.94
BUILDING SPECIFIC SECURITY ⁴	\$ 566.62	\$ 0.00
TOTAL ANNUAL RENT	\$145,593.06	\$157,575.34

¹Shell rent (Firm Term) calculation: \$16.86 per ABOA SF multiplied by 5,122 ABOA SF

²The Tenant Improvement Allowance of \$184,237.87 is amortized at a rate of 5.5 percent per annum over 10 years

³Operating Costs rent calculation: \$6.77 per ABOA SF multiplied by 5,122 ABOA SF

⁴Building Specific Security Costs of \$2,472.00 are amortized at a rate of 5.5 percent per annum over 5 years

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term."

D. Paragraph 1.03, sub-paragraphs B and C, are hereby deleted in their entirety.

E. Paragraph 1.04 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. JONES LANG LASALLE AMERICAS, INC. (Broker) is the authorized real estate broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Broker with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully captured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to fully capture this Commission Credit. The reduction in rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$12,132.76 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent."

INITIALS

[Signature]
LESSOR

&

[Signature]
GOVT