

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LVA00063
ADDRESS OF PREMISES: 5850 Lake Herbert Drive Norfolk, Virginia 23502-2235	PDN Number:

**THIS AGREEMENT**, made and entered into this date by and between **GOV Norfolk, LLC**

whose address is: **1819 Main Street, Ste 212  
Sarasota, FL 34236**

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 27, 2017, as follows:

- A. Sub-paragraph A. of Lease Paragraph 1.03 RENT AND OTHER CONSIDERATION (AAAP VARIATION (APR 2015)) is hereby amended by deleting the existing text and inserting in lieu thereof the following:

**"1.03 RENT AND OTHER CONSIDERATION (AAAP VARIATION (APR 2015))**

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

FIRM TERM 6/27/2017 – 6/26/2027	
ANNUAL RENT	
SHELL RENT <sup>1</sup>	\$ 933,403.95
OPERATING COSTS <sup>2</sup>	\$ 363,749.29
<b>TOTAL ANNUAL RENT</b>	<b>\$1,297,153.24</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$18.45 per ABOA SF multiplied by 50,591 ABOA SF

<sup>2</sup>Operating Costs rent calculation: \$7.19 per ABOA SF multiplied by 50,591 ABOA SF

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: Edward H. S. [Signature]  
 Title: CEO  
 Entity Name: Gov. NORFOLK LLC  
 Date: 6/20/17

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: Joe Beck  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 6/22/17

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: Deborah K. [Signature]  
 Title: Accts Payable  
 Date: 6/20/17

B. Per Lease Paragraph 1.03 RENT AND OTHER CONSIDERATION (AAP VARIATION (APR 2015)), sub-paragraph G., the Lessor and the Government have agreed to a rent credit in the amount of [REDACTED] to be utilized towards the Government's rental payments. The amount shall be applied in equal monthly amounts against the rental payments due and owing under the Lease. Notwithstanding Paragraph 1.03 RENT AND OTHER CONSIDERATION (AAP VARIATION (APR 2015)) of the Lease, the rental payments due and owing under this lease shall be reduced to fully recapture this rent credit. The reduction in rent shall be taken in six (6) equal installments and shall commence June 27, 2017 and continue as indicated in this schedule for adjusted monthly rental in order to recapture the total rent credit:

June 27, 2017 through July 26, 2017 - Monthly Rental Payment of \$108,096.10 minus prorated rent credit of [REDACTED] equals [REDACTED] for the adjusted month's rental payment.

July 27, 2017 through August 26, 2017 - Monthly Rental Payment of \$108,096.10 minus prorated rent credit of [REDACTED] equals [REDACTED] for the adjusted month's rental payment.

August 27, 2017 through September 26, 2017 - Monthly Rental Payment of \$108,096.10 minus prorated rent credit of [REDACTED] equals [REDACTED] for the adjusted month's rental payment.

September 27, 2017 through October 26, 2017 - Monthly Rental Payment of \$108,096.10 minus prorated rent credit of [REDACTED] equals [REDACTED] for the adjusted month's rental payment.

October 27, 2017 through November 26, 2017 - Monthly Rental Payment of \$108,096.10 minus prorated rent credit of [REDACTED] equals [REDACTED] for the adjusted month's rental payment.

November 27, 2017 through December 26, 2017 - Monthly Rental Payment of \$108,096.10 minus prorated rent credit of [REDACTED] equals [REDACTED] for the adjusted month's rental payment.

- C. The Lessor and Government agree that a future Lease Amendment shall memorialize the following changes to the rent schedule:
- a. The Tenant Improvement Allowance of \$20 per ABOA SF (total TI amount of \$1,011,820.00) shall be amortized at a rate of 0 percent per annum over the remaining firm term of the lease.
  - b. The Building Specific Amortized Capital (BSAC) allowance of \$6.00 per ABOA SF (total BSAC amount of \$303,546.00) shall be amortized at a rate of 0 percent annum over the remaining firm term of the lease.

INITIALS

  
LESSOR

&

  
GOVT