

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03B-12086
ADDRESS OF PREMISES 351 North Mason Street Harrisonburg, VA 22802-4128	

THIS AMENDMENT is made and entered into between **Colonnade Realty Partners Mixed Use, LLC**

whose address is: 1821 Avon Street, Suite 200
Charlottesville, VA 22902-8721

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 and establish the annual rent.**


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 July 21, 2014 as follows:

- A. The Lease Term Commencement Date is hereby established as July 3, 2014. The lease term is established as July 3, 2014 through July 2, 2024, subject to termination and renewal rights as set forth in the Lease
- B. Paragraph 1.03 (A) of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:


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: William H. Park
 Title: Manager
 Entity Name: Colonnade Realty Partners Mixed Use LLC
 Date: 7/23/2014

FOR THE GOVERNMENT

Signature: 
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 7/29/14

WITNESSES FOR THE LESSOR BY

Signature: 
 Name: _____
 Title: EXEC ADMIN ASST
 Date: 7/23/2014

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

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$25,915.68	\$8.57	\$43,908.48	\$14.52
TENANT IMPROVEMENTS RENT ¹	\$ 57,073.70	\$18.87 ³	\$ 0.00	\$0.00
OPERATING COSTS	\$ 18,083.52	\$5.98	\$ 18,083.52	\$5.98
BUILDING SPECIFIC SECURITY ²	\$ 816.48	\$0.27	\$ 0.00	\$0.00
PARKING	\$ 0.00	\$0.00	\$ 0.00	\$0.00
TOTAL ANNUAL RENT	\$101,889.38	\$33.69³	\$61,992.00	\$20.50

¹The Tenant Improvement Allowance of \$246,014.00 is amortized at a rate of 6.0% per annum over 5 years.

²Building Specific Security Costs of \$3,500 are amortized at a rate of 6.0% per annum over 5 years

³Rates may be rounded.

C. 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. **STUDLEY, 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 **STUDLEY, INC.** 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 recapture 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 recaptured 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 recapture fully this Commission Credit. The reduction in shell 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 \$8,490.78 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
- Month 2 Rental Payment \$8,490.78 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*
- Month 3 Rental Payment \$8,490.78 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*
- Month 4 Rental Payment \$8,490.78 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
- Month 5 Rental Payment \$8,490.78 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

INITIALS:  LESSOR &  GOVT