

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03P-LVA12113
ADDRESS OF PREMISES 5029 Corporate Woods Drive Virginia Beach, VA 23462-4376	PDN Number: N/A

THIS AMENDMENT is made and entered into between

5041 Corporate Woods LLC

whose address is:
3500 Flamingo Drive
Miami Beach, FL 33140-3923

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 include expansion space, change the annual rent, change the termination rights, and change the percentage of occupancy.**

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 January 1, 2014 as follows:


- A. The lease is hereby expanded by 1,798 ANSI/BOMA Office Area (ABOA) square feet (2,029 rentable square feet).
- B. Paragraph 1.01.A of the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:
“The Lessor hereby leases to the Government the following described premises: 15,548 ANSI/BOMA Office Area square feet (17,548 rentable square feet) of office and related space located on the third floor of the building as depicted on exhibit A of the Lease (labeled vacant space C).”
- C. Paragraph 1.03.A of the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

This Lease Amendment contains 2 pages.

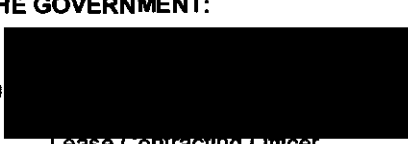
All other terms and conditions of the lease shall remain in force and effect.

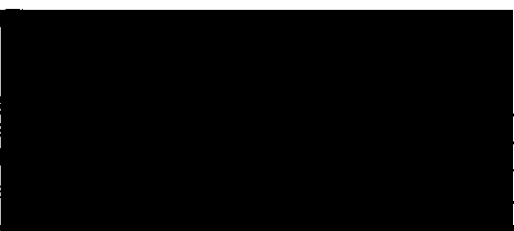
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
Name: _____
Title: _____
Entity Name: 5041 CORPORATE WOODS LLC
Date: 5/28/2014

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, South
Date: 20 JUN 2014

W 
Signature: _____
Name: _____
Title: _____
Date: _____

	FIRM TERM A (1/1/14-8/31/14)	FIRM TERM B (9/1/14-12/31/18)	NON FIRM TERM (YEARS 6-10)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$234,967.72	\$207,799.41	\$238,992.60
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$ 0.00	\$0.00
OPERATING COSTS ³	\$ 85,732.93	\$ 75,820.00	\$ 75,820.00
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 4,750.07	\$ 4,750.07	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$325,450.72	\$288,369.48	\$314,812.60

¹Shell rent

(Firm Term a) calculation: \$13.39 per RSF multiplied by 17,548 RSF

(Firm Term b) calculation: \$13.39 per RSF multiplied by 15,519 RSF

(Non-firm Term) calculation: \$15.40 per RSF multiplied by 15,519 RSF

²The Tenant Improvements are included per the attached scope of work, and at no cost to the government

³Operating Costs rent calculation: \$85,732.93 annually for firm term A and \$75,820.00 annually for firm term B (approx. \$4.885624/RSF)

⁴Building Specific Amortized Capital (BSAC) of \$20,475.00 are amortized at a rate of 6 percent per annum over 5 years

⁵Parking costs described under sub-paragraph G below

- D. Paragraph 1.05 of the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

"1.05 Termination Rights (Aug 2011)

The Government may terminate the portion of this expansion to the lease (1,798 ABOA SF/ 2,029 RSF), as depicted in exhibit A to the Lease(labeled vacant space C), at any time by providing no less than 7 days prior written notice to the Lessor. For the remainder of the space (13,750 ABOA / 15,519 RSF) the Government may terminate this lease in whole or in part at any time effective after the firm term of this lease, by providing not less than 120 days prior written notice to the Lessor. The effective date of termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

- E. Paragraph 1.11 of the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

"1.11 Percentage of Occupancy for Tax Adjustment (June 2012)

The Government's percentage of occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this lease is hereby established as 28.03 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 17,548 by the total Building space of 62,601 RSF."

INITIALS:


LESSOR

&


GOVT