

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4
	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 temporary 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 September 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), labeled as vacant space "C" on page 32 of Lease Contract GS-03P-LVA12113. Lessor shall grant free rent for this temporary expansion space in September, 2014. Effective, October 1, 2014, the Government shall be charged for the temporary expansion space.
- 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, labeled as space "A" and vacant space "C" on page 32 of Lease Contract GS-03P-LVA12113."

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**   
 Signature  
 Name:  
 Title:  
 Entity:  
 Date: 10/14/2014

**FOR THE GOVERNMENT:**  
  
 Name: Jean Starr Forcinito  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, READ  
 Date: OCT 14 2014

**WITNESSED FOR THE LESSOR BY:**  
  
 Signature  
 Name:  
 Title: CFD  
 Date: 10/14/2014

C. Paragraph 1.03.A of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

	FIRM TERM (1/1/14-8/31/14)	FIRM TERM (9/1/14 – 9/30/14)	FIRM TERM (10/1/14-12/31/14)	FIRM TERM (1/1/15-12/31/18)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$234,967.72	\$207,799.41	\$234,967.72	\$207,799.41
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$85,732.93	\$75,820.00	\$85,732.93	\$75,820.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$4,750.07	\$4,750.07	\$4,750.07	\$4,750.07
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$325,450.72</b>	<b>\$288,369.48</b>	<b>\$325,450.72</b>	<b>\$288,369.48</b>

	NON-FIRM TERM (1/1/19 – 12/31/23)
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$238,992.60
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00
OPERATING COSTS <sup>3</sup>	\$75,820.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$0.00
PARKING <sup>5</sup>	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$314,812.60</b>

<sup>1</sup>Shell rent  
 Firm Term calculation with temporary expansion: \$13.39 per RSF multiplied by 17,548 RSF  
 Firm Term calculation without temporary expansion: \$13.39 per RSF multiplied by 15,519 RSF  
 Non-Firm Term Shell Rent calculation: \$15.40 per RSF multiplied by 15,519 RSF  
<sup>2</sup>The Tenant Improvements are included and at no cost to the government  
<sup>3</sup>Operating Costs rent calculation: \$85,732.93 annually for 17,548 RSF/\$75,820.00 annually for 15,519 RSF (approx. \$4.885624/RSF)  
<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$20,475.00 are amortized at a rate of 6 percent per annum over 5 years  
<sup>5</sup>Parking costs

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

“1.05 Termination Rights (Aug 2011)

The Government shall occupy the expansion to the lease (1,798 ABOA SF/ 2,029 RSF), as depicted in exhibit A to the Lease (labeled vacant space C), through December 31, 2014, without termination rights. 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