

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-62530
ADDRESS OF PREMISES 15100 NW 67th Avenue, 4th Floor, Miami Lakes, FL 33014-2048	PDN Number:

THIS AMENDMENT is made and entered into between **The Graham Companies**

whose address is: 6843 Main Street, Miami Lakes, Florida 33014-2048

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

WHEREAS, the parties hereto desire to amend the above Lease contract to acknowledge completion of work associated with all change orders and commence payment of the tenant improvements, to adjust the annual rental and to adjust the broker commission and 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 upon execution by the Government:

Paragraph 1.03(A) of GSA Form L202 (10/12) is hereby deleted entirely and replaced as follows:

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

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

	5/13/2015 – 9/22/2016 16 MONTHS OR 1.3 YEARS (INCLUDES PARTIAL TI COSTS)	9/23/2016 – 5/12/2020 44 MONTHS OR 3.7 YEARS (INCLUDES ALL TI COSTS)	5/13/2020 – 5/12/2025 5 YEARS (DOES NOT INCLUDE TI COSTS)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$289,557.07	\$289,557.07	\$368,561.71
TENANT IMPROVEMENTS RENT ²	\$69,794.92 ^A	\$101,776.82 ^B	\$0.00
OPERATING COSTS ³	\$74,573.29	\$74,573.29	\$74,573.29
BUILDING SPECIFIC SECURITY ⁴	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$433,925.28	\$465,907.18	\$443,135.00

¹Shell rent (Firm Term) calculation: \$22.87 per RSF multiplied by 12,661 RSF

²The Actual Tenant Improvements are \$396,894.91

^{2A}The Tenant Improvements of \$293,731.88 is amortized at a rate of 7 percent per annum over 5 years

^{2B}The Tenant Improvements of \$293,731.88 is amortized at a rate of 7 percent per annum over 5 years plus \$103,163.03 amortized at a rate of 7 percent per annum over 3.7 years

³Operating Costs rent calculation: \$5.89 per RSF multiplied by 12,661 RSF

⁴Building Specific Security Costs of \$0 are amortized at a rate of 0 percent per annum over 0 years

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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

FOR THE LESSOR

Signature: _____
Name: _____
Title: Executive VP
Entity Name: The Graham Companies
Date: 12-21-16

FOR THE GOVERNMENT

Signature: _____
Name: _____
Title: _____
GSA, _____
Date: 1/3/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Assistant Secretary
Date: 12/21/16

Paragraph 1.04 of GSA Form L202 (10/12) is hereby deleted entirely and replaced as follows:

1.04BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Jones Lang LaSalle** (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 **Jones Lang LaSalle of which [REDACTED] has been previously paid leaving a balance owed to Jones Lang LaSalle of [REDACTED]** 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. Applicable debits/credits will be applied to the shell rent until the commission 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:

1st Rental Payment **\$36,160.44** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Rental Payment.*

2nd Rental Payment **\$36,160.44** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Rental Payment.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

Paragraph 1.05 of GSA Form L202 (10/12) is hereby deleted entirely and replaced as follows:

1.05 TERMINATION RIGHTS (Aug 2011)

The Government may terminate this Lease, in whole or in part, at any time effective **May 12, 2020**, by providing not less than **90 days'** prior written notice to the Lessor. The effective date of the 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.

END OF DOCUMENT

INITIALS: Ca & [Signature]
LESSOR & GOVT