

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-61809
ADDRESS OF PREMISES 9043 Tradeport Drive Orlando, Florida 32827-5373	

**THIS AMENDMENT** is made and entered into between: Aero Orlando, LLC

whose address is: 201 WEST STREET, SUITE 200, ANNAPOLIS, MARYLAND 21401-3402  
 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 commence rent and accept the tenant improvements

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 April 1, 2014 as follows:

Paragraph one as set forth in Standard Form 2 and all subsequent Supplemental Lease Agreements is hereby deleted and replaced with the following:

"The lessor hereby leases the following described premises:


A total 14,039rsf/14,039 ABOA to be used for such purposes as determined by the General Services Administration consisting of office and related space along with 25 reserved parking spaces."

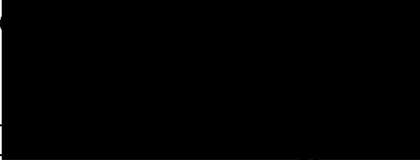
Paragraph two as set forth in Standard Form 2 and all subsequent Supplemental Lease Agreements is hereby deleted and replaced with the following:

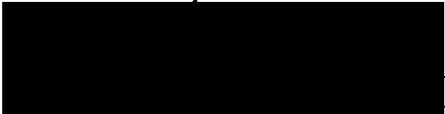
"TO HAVE AND TO HOLD the said premises with the appurtenances for the term beginning April 1, 2014 to March 31, 2024 subject to termination and renewal rights as may be hereinafter set forth."

This Lease Amendment contains 4 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: SUP  
 Entity Name: Aero Orlando LLC  
 Date: 5/7/14

**FOR THE GOVERNMENT**   
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: June 3, 2014

**WITNESSED FOR THE LESSOR BY:**  
  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Office Manager  
 Date: 5/7/14

Paragraph 3 as set forth in the Standard Form 2 and all subsequent Supplemental Lease Agreements is hereby deleted and replaced as follows:

"The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

SEE EXHIBIT A "RENTAL RATE SCHEDULE FOR GS-04B-61809

Rent for a lesser period shall be pro-rated. Rent shall be payable to:  
AERO ORLANDO, LLC, 62101 Collections Centre Drive, Chicago, Illinois, 60693-0621"

The percentage of occupancy remains the same at 62.4% (based on Government occupancy of 14,039rsf in a building of 22,470rsf)

Exhibit B entitled "Scaling" is hereby made a part of this lease demonstrating the area under lease by CBP consisting of 14,039rsf.

TI BREAKDOWN:

\$457,883.39 is to be amortized at 7% for a ten year term beginning 4/1/2014 and ending 3/31/2024 and shall be paid back monthly, in arrears, per exhibit A

Lessor shall provide all labor and materials necessary to install and maintain the improvements and alterations needed to complete the construction per the approved drawings and all subsequent change orders. Subsequent to the acceptance by the Government, a properly executed invoice requesting lump sum payment in the amounts of:

Main space construction: \$1,505,946.64 + Change Order #1 \$66,688.38 = \$1,572,635.02  
HSDN: \$73,102.00

Invoice must be forwarded to the Contracting Officer at :

Kenneth Idle, General Services Administration  
205 Regency Executive Park Drive, Suite 440A, Charlotte, North Carolina 28217-2958

For an invoice to be considered proper, it must:

- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA supplied PS number  
Main space construction: PS0027129  
HSDN: PS \_\_\_\_\_
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below.
- 5) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The lessor is responsible for visiting this website and applying for a login and password. After acceptance by the government, the lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov)

INITIALS:   *R*   LESSOR &   *KI*   GOV'T

**Exhibit A – Rental Rate Schedule LFL61809**

	4/1/2014 – 3/31/2024		
	ANNUAL RENT	MONTHLY BREAKOUT	
SHELL RENT <sup>1</sup>	\$160,184.99	\$13,348.749	
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 63,796.98	\$5,316.415	
OPERATING COSTS <sup>3</sup>	\$ 91,955.45	\$7,662.954	
PARKING <sup>4</sup>	\$ 0		
<b>TOTAL ANNUAL RENT</b>	<b>\$315,937.42</b>	<b>\$26,328.118</b>	

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

(Firm Term) \$11.41 per RSF multiplied by 14,039 RSF  
 Shell rent subject to 3% escalations in years 2-10.

<sup>2</sup>The Tenant Improvement Allowance of \$457,883.39 is amortized at a rate of 7 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$6.55 per RSF multiplied by 14,039 RSF. Operating rent is subject to CPI escalations.

<sup>4</sup>Parking costs are for 25 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0 per reserved space.

INITIALS: LESSOR   JZ   GOVERNMENT   KA