

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-04B-62007
LEASE AMENDMENT	
ADDRESS OF PREMISES 325 John Knox Road, Tallahassee, Florida 32303-4113	PDN Number: PS0025643

THIS AMENDMENT, made and entered into this date by and between DP II D/B/A/ DA WOODCREST, LLC

whose address is 14 Cliffwood Avenue, Suite 200
Matawan, New Jersey 07747-3932

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 beneficial 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 April 1, 2013 as follows:

- "TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years beginning on April 1, 2013 through March 31, 2023, subject to termination and renewal rights as may be hereinafter set forth."
- The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears as follows:

Block A (231 ABOASF/281 RSF)

Year	Annual Shell Rent	Annual Operating Rent	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$3,445.06	\$1,402.19	\$2,180.73	\$7,027.98	\$585.67
6-10	\$3,445.06	\$1,402.19	\$0.00	\$4,847.25	\$403.94

*Total Tenant Improvement Cost=\$9,629.86 amortized at 5% over 5 years term.

This Lease Amendment contains three 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: Stephen Cassidy
Title: President
Entity Name: DA Woodcrest LLC
Date: 4/15/13

FOR

Signature: _____
Name: _____
Title: _____
GSA: _____
Date: 4/18/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Leasing Administrator
Date: 4/15/13

Block B (495 ABOASF/ 602 RSF)

Year	Annual Shell Rent	Annual Operating Rent	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$7,380.52	\$3,003.98	\$4,881.31	\$15,265.81	\$1,272.15
6-10	\$7,380.52	\$3,003.98	\$0.00	\$10,384.50	\$865.38

*Total Tenant Improvement Cost=\$21,555.32 amortized at 5% over 5 years term.

Block C (1,050 ABOASF/ 1,277 RSF)

Year	Annual Shell Rent	Annual Operating Rent	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$15,656.02	\$6,372.23	\$9,557.80	\$31,586.05	\$2,632.17
6-10	\$15,656.02	\$6,372.23	\$0.00	\$22,028.25	\$1,835.69

*Total Tenant Improvement Cost=\$42,206.22 amortized at 5% over 5 years term.

Rent for a Lesser period shall be prorated, Rent checks shall be made payable to:

DP II D/B/A DA Woodcrest, LLC
 14 Cliffwood Avenue, Suite 200
 Matawan, New Jersey 077047-3932

1. Tenant Improvements for Block A, in the total amount of \$9,629.86 shall be amortized for a period of 60 months at 5.0% and are included in the annual rent specified in Paragraph 2.

Tenant Improvements for Block B, in the total amount of \$23,779.70. Tenant build out costs of \$21,555.32 shall be amortized for a period of 60 months at 5.0% and are included in the annual rent specified in Paragraph 2. The remaining balance of \$2,224.38 shall be reimbursed by the Government to the Lessor via lump sum payment upon completion, inspection, and acceptance of the space by the Contracting Officer and proper submittal of an invoice by the Lessor at the address below.

Tenant Improvements for Block C, in the total amount of \$52,383.72. Tenant build out costs of \$42,206.22 shall be amortized for a period of 60 months at 5% and are included in the annual rent specified in Paragraph 2. The remaining balance \$10,177.50, shall be reimbursed by the Government to the Lessor via lump sum payment upon completion, inspection, and acceptance of the space by the Contracting Officer and proper submittal of an invoice by the Lessor at the address below.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the finance website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
 Attn: Rod Vandervoort
 U.S. General Services Administration
 GSA-PBS Leasing Division | Branch B (4PR1B)
 77 Forsyth St. SW Ste. 500 | Atlanta, GA 30303-3458

INITIALS:


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Invoices to be send to:
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181
819 Taylor St., Room 5A18 | Fort Worth, TX 76102

A proper invoice shall include the following:

- Invoice Date
 - Unique Invoice Number
 - Name of the Lessor as shown on the Lease
 - Lease contract number, building address and a description, price, and quantity of the items delivered
 - **GSA PDN No PS0025643**
3. In accordance with SFO paragraph 2.2 Broker Commission and Commission Credit, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value of the firm term of this lease ("Commission"). The total amount of the commission is [REDACTED] this commission is earned upon lease execution and payable (i) one half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased upon pursuant to the Lease commencement of the Lease. Due to the commission credit described in SFO paragraph 2.3, only [REDACTED] which is [REDACTED] percent of the commission will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] percent of the commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing. The rental amount payable shall be reduced to fully recapture this commission credit. The reduction of the shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First Month's Rental Payment of \$4,489.99 (of which \$2,206.80 is Shell rent) minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second Month's Rental Payment of \$4,489.99 (of which \$2,206.80 is Shell rent) minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted Second month's rent).

All other terms and conditions remain in full force and effect

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