

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 3
LEASE AMENDMENT		TO LEASE NO. GS-04B-62424
ADDRESS OF PREMISES	Aero Lauderdale Building 1 690 SW 34 th Street Fort Lauderdale, FL 33315-3628	PDN Number:

THIS AMENDMENT is made and entered into between Aero Lauderdale, LLC

whose address is: Aeroterm, 19115 Lee Road, Suite 226, Humble, TX 77338

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 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 May 17, 2013 as follows:

Paragraph 1.03, Section A of GSA FORM L201B is hereby deleted in its entirety and replaced as follows:

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

TERM	ANNUAL SHELL RENT	ANNUAL OPERATING RENT (exclusive of annual CPI escalations)	ANNUAL TI RENT ¹	PRSF RATE ²	TOTAL ANNUAL RENT	TOTAL MONTHLY RENT
05/17/2013 - 05/16/2018	\$109,507.20	\$42,604.00	\$7,456.92	\$29.33	\$159,568.12	\$13,297.34
05/17/2018 - 05/16/2023 <i>5/16/2023</i>	\$127,840.00	\$42,604.00	\$ 0.00	\$31.33	\$170,444.00	\$14,203.67

¹The actual Tenant Improvement amount is \$30,646.77 amortized at a rate of 8.0% percent per annum over 5 years.

²Rates may be rounded.

Continued on Page 2

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of this

FOR THE
Signature
Name:
Title:
Entity Name:
Date:

Aero Lauderdale, LLC
May 21, 2013

FOR THE
Signature
Name:
Title:
GSA:
Date:

Public Buildings Service
6/21/13

WITNES
Signature
Name:
Title:
Date:

Administrative Assistant
May 21, 2013

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Paragraph 1.04 of GSA FORM L201B is hereby deleted in its entirety and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

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 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.

The reduction in shell rent shall commence with the first month of the rental payments and continue until the 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:

Month 1 Rental Payment \$13,297.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$13,297.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

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

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INITIALS: RL & JL
LESSOR GOVT