

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03P-LMD12096
ADDRESS OF PREMISES Cargo Building "C" (Bays 31-34) 1005 Air Cargo Drive BWI Airport, MD 21240-1012	

THIS AMENDMENT is made and entered into between

whose address is: AFCO CARGO BWI II LLC
c/o Aviation Facilities Company, Inc.
45025 Aviation Drive, Suite 100
Dulles, VA 20166-7514

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 the lease term, establish the square footage and establish the annual rent.**

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 11/01/2013 as follows:

A. The Lease Term Commencement Date is hereby established as November 1, 2013. The lease term is established as November 1, 2013 through October 31, 2023.

B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"A. Office and Related Space: 5,000 rentable square feet (RSF), yielding 5,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor and known as Bays 31-34, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit C."

C. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

This Lease Amendment contains three (3) 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:

By: AFCO BWI Management LLC, Manager
By: Aviation Facilities Company, Inc.

Charles Stipancic, Jr.
President & CEO
Entity Name: AFCO Cargo BWI II LLC
Date: October 24, 2013

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRSB
Date: 10/31/13

WITNESSED FOR THE LESSOR BY:

Director
October 24, 2013
Date: October 24, 2013

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

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$50,000.00	\$10.00	\$50,000.00	\$10.00
Operating Costs	\$56,850.04	\$11.37	\$67,999.96	\$13.60
Full Service Rate	\$106,850.04	\$21.37	\$117,999.96	\$23.60

- D. Paragraph 1.03, sub-paragraphs B of the lease is hereby deleted in its entirety.

- E. Paragraph 2.01 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following: "**2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)**"

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the building owner and applied by the owner to the ABOA SF to determine the RSF for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of Space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total office area or other type of space, together with all associated common areas, described in Section I of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).
- N. Rentable Space or Rentable Square Feet (RSF). Rentable space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and

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vertical ducts. Rentable square feet is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.

- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as office area, or other type of space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays."

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