

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03P-LVA00112
ADDRESS OF PREMISES: 6669 SHORT LANE GLOUCESTER, VA 23061 - 4410	PDN:

THIS AMENDMENT is made and entered into between

ARC GLGLOVA001 LLC
whose address is: **2325 EAST CAMELBACK ROAD, SUITE 1100**
PHOENIX, AZ 85016-0000

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 reduce annual rent by removing tenant improvement cost and BSAC.

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 as follows:

- A. The Lease Term Commencement Date is hereby established as May 7, 2017. The lease term is established as May 7, 2017 through May 6, 2027.
- B. Paragraph 1.03, sub-paragraphs A, C and D of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

CONTINUED ON PAGE 2

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 below date.

FOR THE LESSOR:

ARC GSGLOVA001, LLC, a Delaware limited liability company
By: Cole REIT Advisors III, LLC, a Delaware limited liability company, its
Manager
Signature: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate
Entity Name: (see above)
Date: December 21, 2017 \$

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Office
Entity Name: General Services Administration, Public Building Service
Date: 11/2/18

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Kate Kes
Title: Legal Secretary
Date: 12/21/17

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

	FIRM TERM ANNUAL RENT	NON FIRM TERM ANNUAL RENT
SHELL RENT ¹	\$218,070.93	\$228,187.39
OPERATING COSTS ²	\$62,569.10	\$62,569.10
PARKING ³	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$280,640.03	\$290,756.49

¹Shell rent (Firm Term) calculation: \$19.330816 (rounded) per RSP multiplied by 11,281 RSP

²Operating Costs rent calculation: \$5.546414 (rounded) per RSP multiplied by 11,281 RSP

³Parking costs described under sub-paragraph 1 of the original Lease

C. The proposed Tenant Improvement Allowance (TIA) of \$65,989.20 amortized at a rate of 0 percent per annum over the remaining firm term of the lease, effective upon completion, the Government's inspection and acceptance of work. If the TIA amount differs from the proposed amount of \$65,989.20 then such cost will be memorialized in a subsequent Lease Amendment.

D. The proposed Building Specific Amortization Capital (BSAC) of \$4,826.00 amortized at a rate of 0 percent per annum over the remaining firm term of the lease, effective upon completion, the Government's inspection and acceptance of work. If the BSAC amount differs from the proposed amount of \$4,826.00 then such cost will be memorialized in a subsequent Lease Amendment.

END OF DOCUMENT

INITIALS:


LESSOR

&


GOVT