

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-11B-12585
ADDRESS OF PREMISES 7315 Lockport Place I-M Lorton, VA 22079	PDN Number: N/A

THIS AMENDMENT is made and entered into between **AP Adler NVIP LLC**,

whose address is: c/o Adler Realty Service, LLC
1400 NW 107th Avenue
5th Place
Miami, FL 33172

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 a lease commencement date upon substantial completion and acceptance of the space by the Government.

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 upon execution by the Government, as follows:

1. Premises:

The premises covered by this Lease are 25,185 BOMA Rentable Square Feet (BRSF) [yielding 25,185 ANSI/BOMA Office Area Square Feet (ABOA)] consisting of warehouse, office, storage and related space, located on a portion of the first floor space, and one (1) reserved parking space and nineteen (19) unreserved parking spaces in accordance to Exhibit G of the lease.

2. Term:

This Lease shall be for a firm term of five (5) years beginning on July 15, 2014, and ending on July 14, 2019 with [REDACTED]

3. Janitorial Services:

Paragraph 6.8 is hereby amended whereby the Lessor shall provide daytime cleaning and janitorial services in accordance with the attached proposal submitted by Ex-Zel Janitorial Services, Inc. dated May 6, 2014. The cost for the services shall be \$1,765.00 per month payable as additional rent.

4. Annual Rent:

The Government shall pay the Lessor the annual rent of \$304,135.01 (\$12.0760 per BRSF which equates to \$12.0760 per ABOASF) at the rate of \$25,344.53 per month in arrears for years one through five. Amount of Annual Rent is determined as follows:

	FIRM TERM		RENEWAL TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$214,072.50	\$8.50	\$248,072.25	\$9.85
TENANT IMPROVEMENTS RENT ¹	\$ 39,238.23	\$1.5580	\$0	\$0
OPERATING COSTS (EXCLUDES REAL ESTATE TAXES)	\$ 50,524.28	\$2.0061	\$ 50,524.28	\$2.0061
BUILDING SPECIFIC SECURITY ²	\$ 300.00	\$.0119 ³	\$ 0	\$0 ³
REAL ESTATE TAXES	ESCALATION OVER THE BASE	N/A	ESCALATION OVER THE (ORIGINAL) BASE	N/A
TOTAL BASE ANNUAL RENT	\$304,135.01	\$12.0760	\$298,596.53	\$11.8561

¹The Tenant Improvement Allowance is amortized at a rate of 0.00 percent per annum over 5 years.

INITIALS: [Signature] & [Signature]
LESSOR

[Signature]
GOVT

²Building Specific Security Costs are amortized at a rate of 0.00 percent per annum over 5 years.
³Rates may be rounded.

5. Commissions and Commission Credit

In accordance with paragraph 1.15, "Broker Commissions" of the Lease, CBRE Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE, Inc have agreed to a cooperating lease commission of [REDACTED] of the Lease value. The total amount of the commission is [REDACTED]. CBRE has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Government's Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the Broker totaling [REDACTED] in accordance with the "Broker commission and Commission Credit" paragraph of the Lease LVA12585, as well as the agreement between the Lessor and Broker dated October 11, 2012.

The Commission Credit of [REDACTED] shall be applied equally to the 1st and 2nd months as follows:

Month One Rental Payment of \$25,344.58 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month Two Rental Payment of \$25,344.58 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

The full rental payment of \$25,344.58 per month shall commence, in arrears, beginning in the 3rd month.

This Lease Amendment contains 9 pages including Exhibit A "Janitorial Service Agreement".

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

IN WITNESS WHEREOF, the parties subscribed their names as of [REDACTED]

FOR THE LESSOR

Signature: [REDACTED]
Name: Howard Harker
Title: Vice President
Entity Name: AP Adler NVID, LLC
Date: 3/11/15

FOR

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 3/12/15

WITNESSED

Signature: [REDACTED]
Name: Dani Campbell
Title: Assistant
Date: 3/11/15