

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03B-09483
ADDRESS OF PREMISES 3305 AIRLINE BOULEVARD PORTSMOUTH, VA 23701-2665	PDN Number:

THIS AMENDMENT, made and entered into this date by and between

COMMERCIAL BUILDING ASSOCIATES, LLC

whose address is: 3303 AIRLINE BOULEVARD, SUITE 1A
PORTSMOUTH, VA 23701-2665

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 a termination date 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, February 10, 2016, as follows:

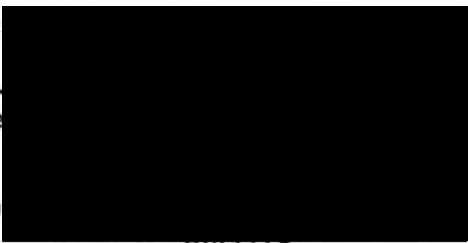
- A. The Lease Term Commencement Date is hereby established as February 10, 2016. The lease term is established as February 10, 2016 through February 9, 2026.
- B. Paragraph 2 is hereby deleted in its entirety and replaced with the following:

This Lease Amendment contains 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



Signature
Name:
Title:
Entity Na
Date:

FOR THE GOVERNMENT:



Signature
Name:
Title:
Date:

associates LLC
GSA, Public Buildings Service, 3305 Airline Blvd
Date: 3/11/16

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title: Admin. Assistant
Date: 2/29/16

"2. TO HAVE AND TO HOLD SAID PREMISES with their appurtenances for the term 10 years, 5 years firm beginning on February 10, 2016 through February 9, 2026 subject to termination and renewal rights as may be hereinafter set forth."

C. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$243,677.35 at the rate of \$20,308.45 per month in arrears for years 1 through 5. For Years 6 through 10 the annual rent will be \$176,118.67 at the rate of \$14,676.56. Payment shall be made electronically and shall be made payable to:

Commercial Building Associates, LLC
3303 Airline Boulevard
Suite 1A
Portsmouth, VA 23701-2665

The Government shall pay the Lessor monthly in arrears in accordance with the following table:

	YEARS 1 - 5	YEARS 6 - 10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$107,789.50	\$107,789.50
TENANT IMPROVEMENTS RENT ²	\$67,558.68	\$0.00
OPERATING COSTS ³	\$68,329.17	\$68,329.17
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$243,677.35	\$176,118.67

¹Shell rent calculation:

(Years 1-5) \$11.50 per RSF multiplied by 9,373 RSF
(Years 6-7) \$11.50 per RSF multiplied by 9,373RSF

²The Tenant Improvement Allowance of \$298,331.88 is amortized at a rate of 5.0 percent per annum over five (5) years.

³Operating Costs rent calculation: \$7.29 per RSF multiplied by 9,373 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 "

D. Paragraph 4 is hereby deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease whole or in part effective at any time after February 10, 2021 by giving at least (60) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

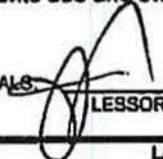
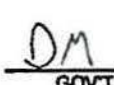
E. Paragraph 6 of the lease is hereby restated:

"6. The Lessor shall furnish to the Government, as part of rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be

INITIALS  & 
LESSOR & GOVT

ASDGM

reduced to fully recapture 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:

First Month's Rental Payment of \$20,306.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$20,306.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$20,306.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment shall commence in full."

INITIALS: *AS* LESSOR & *DM* GOVT