

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03P-LWV12125
ADDRESS OF PREMISES KMart Plaza 3014 E. Cumberland Road Bluefield, West Virginia 24701-4858	PDN Number: N/A

THIS AMENDMENT is made and entered into between

The Container Limited Liability Company (LLC)

whose address is: 1421 Princeton Avenue
Princeton, West Virginia 24740-2707

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 September 23, 2015 as follows:

- A. The Lease Term Commencement Date is hereby established as September 23, 2015. The lease term is established as September 23, 2015 through September 22, 2025.
- 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: 13,509 rentable square feet (RSF), yielding 11,747 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st Floor, of the Building, as depicted on the floor plan(s) attached to the original Lease.

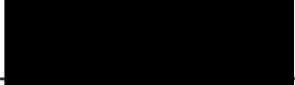
This Lease Amendment contains 2 pages.

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:

Signature: 
 Name: THOMAS S. LITTA
 Title: Member
 Entity Name: Container Limited Liability Company
 Date: 2 Oct 2015

FOR THE GOVERNMENT:

Signature: 
 Name: Brian Brophy
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, South Service Center
 Date: 10/6/15

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: FRANCIS V. VANDERKAM
 Title: Legal Asst.
 Date: 10-2-15

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:

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$108,882.54	\$109,693.08
TENANT IMPROVEMENTS RENT ²	\$83,294.89	\$0.00
OPERATING COSTS ³	\$66,017.00	\$66,017.00
TOTAL ANNUAL RENT	\$258,194.43	\$175,710.08

¹Shell rent (Firm Term) calculation: \$8.06 per RSF multiplied by 13,509 RSF

²The Tenant Improvement Allowance of \$367,821.24 is amortized at a rate of 5 percent per annum over 5 years.

³Operating Costs rent calculation: \$4.88 (approximate) per RSF multiplied by 13,509 RSF

D. Paragraph 1.03, sub-paragraphs B and C, are hereby deleted in their entirety.

INITIALS: JSL & MA
 LESSOR & GOV'T