

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUBLEASE AMENDMENT	SUBLEASE AMENDMENT No. 3
	TO LEASE NO. GS-02B-23750
ADDRESS OF PREMISES BUILDING 75, JFK AIRPORT JAMAICA, NY 11430-1807	PDN Number: N/A

THIS AMENDMENT is made and entered into between
PROLOGIS, L.P.

whose address is: PROLOGIS CARGO CENTER AT BUILDING 77
JFK INTERNATIONAL AIRPORT
JAMAICA, NY 11430-1888

hereinafter called the Sublessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Sublease to (1) confirm the costs of, and provide payment for tenant improvements; (2) confirm the costs of, and provide payment for change orders; and (3) finalize all tenant improvement (TI) and change order payments.


NOW THEREFORE, these parties for the considerations hereafter mentioned, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Sublease is amended, effective December 27, 2013 as follows:

1. In accordance with Paragraph 3 of Supplemental Lease Agreement No. 1 to this Sublease, the Government shall pay **\$292,322.51** of the cost of the TI via a one-time lump sum payment per the instructions in Paragraph 3 of this Sublease Amendment.
2. The Sublessor and Government hereby confirm the cost of the approved change orders, as referenced on Exhibit A to this Sublease Amendment, to be \$58,868.00. As per the "Notice to Proceed with Tenant Improvement Construction," attached hereto as Exhibit B, the total TI cost included \$19,714.00 for contingency. The Government shall pay the difference of **\$39,154.00** of the cost of the change orders via a one-time lump sum payment per the instructions in Paragraph 3 of this Sublease Amendment.
3. The Sublessor shall submit one invoice in the amount of **\$331,476.51**, representing the amounts referenced in Paragraphs 1 and 2 of this Sublease Amendment, which shall be printed on the same letterhead as that named on the Sublease, reference **PDN# PS0025894**, and shall be submitted electronically at www.finance.gsa.gov. A copy of the

This Lease Amendment contains 2 pages and 2 exhibits.

All other terms and conditions of the Sublease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

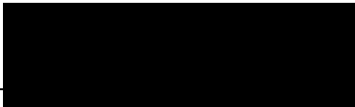
FOR THE LESSOR:

Signature: 
Name: Robert L. Cafer
Title: Vice President
Entity Name: Prologis L.P.
Date: 12/31/2013

FOR THE GOVERNMENT:

Signature: 
Name: Michael Weppert
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/31/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: GEORGE S. [Redacted]
Title: DIRECTOR
Date: 12/31/2013

invoice shall be furnished to the GSA Contracting Officer, submitted via e-mail to: michael.weippert@gsa.gov. Upon receipt of this payment, no further amount shall be due by the Government for either tenant improvement or change order costs under this Sublease.

INITIALS: HW & HW
LESSOR GOVT