

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03B-11307
ADDRESS OF PREMISES COLONNADE 351 NORTH MASON STREET HARRISONBURG, VA 22802-4128	

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

Colonnade Realty Partners Mixed Use, L.L.C.

whose address is: 1821 Avon Street,
Suite 200
Charlottesville, VA 22902-8721

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 Commencement Date, Rent, Broker Commission and Commission Credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 18, 2013, as follows:

A. Paragraph 2 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 18, 2013 through January 17, 2023, subject to termination and renewal rights as may be hereinafter set forth."

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 have hereunto set their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: Manager
 Entity Name: Colonnade Realty Partners Mixed Use, LLC
 Date: 1/29/2013

FOR THE GOVERNMENT:

Signature: _____
 Name: Stacy C. Ketter
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 3PRSC
 Date: 2/5/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: Exec Admin Assistant
 Date: 1/29/2013

B. Paragraph 3 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place:

"For years 1 – 5, the Government shall pay the Lessor annual rent of \$111,113.10 at the rate of \$9,259.43 per month in arrears.

Shell: \$24,957.92 per year

Amortized annual cost for Tenant Improvements: \$52,927.18 per year (\$217,523.78 amortized over 60 months at 8%)

Operating: \$33,228.00 per year, plus accrued escalations

For years 6 – 10, the Government shall pay the Lessor annual rent of \$128,368.00 at the rate of \$10,697.33 per month in arrears.

Shell: \$95,140.00 per year

Operating: \$33,228.00, plus accrued escalations

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Colonnade Realty Partners Mixed Use, L.L.C.
1821 Avon Street, Suite 200
Charlottesville, VA 22902-8721"

C. Paragraph 6 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place:

"The Lessor shall furnish to the Government, as part of the 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 of [REDACTED] of the first five years 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. The Commission less the Commission Credit is [REDACTED].

Notwithstanding Paragraph 3 of the Standard Form 2, as amended by Paragraph B of this Lease Amendment No. 3, the shell rental payments due and owing under this lease shall be 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:

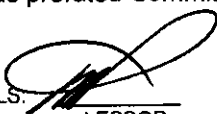
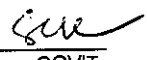
First Month's Rental Payment \$9,259.43 (of which \$2,079.83 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Shell Rent

Second Month's Rental Payment \$9,259.43 (of which \$2,079.83 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Shell Rent

Third Month's Rental Payment \$9,259.43 (of which \$2,079.83 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Shell Rent

Fourth Month's Rental Payment \$9,259.43 (of which \$2,079.83 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Shell Rent

Fifth Month's Rental Payment \$9,259.43 (of which \$2,079.83 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Shell Rent

INITIALS:  LESSOR &  GOVT

Sixth Month's Rental Payment \$9,259.43 (of which \$2,079.83 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Shell Rent

Seventh Month's Rental Payment of \$9,529.43 shall commence in full."

D. Paragraph 12 of the Rider to the Lease is deleted in its entirety.

INITIALS:  & 
LESSOR GOVT