

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03B-11311
<b>ADDRESS OF PREMISES</b>  Norfolk Commerce Park II 5301 Robin Hood Road Norfolk, Virginia 23513-2419	PDN Number:

**THIS AGREEMENT**, made and entered into this date by and between  
 Norfolk Commerce Park, LLC

whose address is: **7600 Wisconsin Avenue  
 11<sup>th</sup> Floor  
 Bethesda, Maryland 20814-4887**

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 commence full rent including amortization of tenant improvements and re-establish the firm term of the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **November 15, 2012** as follows:

A. Paragraphs 3 and 4 of the Standard Form 2 of the Lease are hereby deleted in their entirety and the following is inserted in lieu thereof:

"3. Effective November 15, 2012, the Government shall pay the Lessor annual rent of \$425,941.69, at the rate of \$35,495.14 per month in arrears, plus accrued escalations. (Annual shell rent: \$239,725.00, Amortized annual cost for Tenant Improvements: \$77,641.69 [total tenant improvements of \$326,755.01 over 60 months amortized at 7%], Annual operating cost base: \$108,575.00, Building Specific Amortized Capital: \$0.00). Rent for a lesser period shall be prorated.


Effective November 15, 2017, the Government shall pay the Lessor annual rent of \$348,300.00, at the rate of \$29,025.00 per month in arrears, plus accrued escalations. (Annual shell rent: \$239,725.00, Annual operating cost base: \$108,575.00). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

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: Anthony H. Beck  
 Title: Vice President  
 Entity Name: NORFOLK COMMERCE PARK LLC  
 Date: 11/16/12

FOR THE GOVERNMENT:

Signature:   
 Name:   
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, 3PRND  
 Date: 11/09/12

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name:   
 Title: Director of Leasing  
 Date: 11/16/12

Norfolk Commerce Park, LLC  
7600 Wisconsin Avenue  
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“4. The Government may terminate this lease at any time, in whole or in part, effective after November 14, 2017, upon 90 calendar days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.”

INITIALS: KUB & [Signature]  
LESSOR GOV'T