

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-03B-12086
LEASE AMENDMENT	
ADDRESS OF PREMISES 351 North Mason Street Harrisonburg, VA 22802-4128	Pagasys Document Number (PDN) PS0028478

THIS AMENDMENT is made and entered into between Colonnade Realty Partners Mixed Use, LLC

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 increase the Tenant Improvement Allowance, issue notice to proceed for the tenant improvements, and provide invoicing instructions for work to be paid lump sum.

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 March 12, 2014 as follows:

- A. Lease Paragraph 1.03A, Rent and Other Considerations (June 2012) has been modified to reflect an increase in the tenant improvement allowance. This changes the "Tenant Improvement Rent" in the table presented in Section A as well as the associate footnote #2.

The Tenant Improvements Rent box in Section A, under Firm Term Annual Rent shall be modified to \$58,462.39. The total rent shall be modified to \$103,278.07.

Footnote bullet (2) of Paragraph 1.03A shall be deleted in its entirety and replaced with the following:

"<sup>2</sup> The Tenant Improvement Allowance of \$252,000.00 is amortized at a rate of 6.0% per annum over 5 years."

- B. Lease Paragraph 1.04, Broker Commission and Commission Credit (June 2012) has been deleted and replaced with the following.

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.

described their names as of the below date.

FOR THE GOVERNMENT

Signature:

Name:

Title:

Entity Name:

Date:



Lease Contracting Officer  
GSA, Public Buildings Service  
3/18/14

Name: [Redacted]  
Title: Manager  
Entity Name: Colonnade Realty Partners Mixed Use LLC  
Date: 3/11/14

WITNESSED FOR THE LESSOR BY:



Title: [Redacted]  
Date: 3/11/14

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. **STUDLEY, INC.** ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **STUDLEY, INC.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment **\$8,606.51** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment **\$8,606.51** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment **\$8,606.51** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

Month 4 Rental Payment **\$8,606.51** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.

Month 5 Rental Payment **\$8,606.51** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent."

- C. Lease Paragraph 1.08, "Tenant Improvements and Pricing (Streamlined) (Sept 2011)" has been deleted and replaced with the following.

"The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$90.00 per ABOA SF**. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6.0%. The Government shall have the right to make lump sum payments for any or all TI work."

- D. This Lease Amendment (LA) serves as Notice to Proceed (NTP) for the build out of the Tenant Improvements (TI) in the amount of **\$250,174.72**. See attached TICS table with a breakdown of the final negotiated costs.

The summary of Tenant Improvements cost is **\$250,174.72**, of which **\$240,744.72** will be amortized over sixty (60) months at an interest rate of **6.0%**, and **\$9,430.00** shall be paid to the Lessor via a onetime lump sum payment from the Government, upon acceptance of the space by the Government.

- E. After inspection and acceptance of work by the Government, a properly executed original invoice in the amount of **\$9,430.00** shall be forwarded to:

General Services Administration (GSA)  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service  
South Branch-3PRSR  
Attn: Samantha Poole, Lease Contracting Officer  
20 North 8<sup>th</sup> Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191

INITIALS:

LESSOR

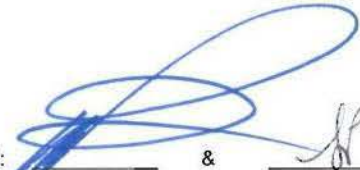

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For an invoice to be considered proper, it must:

1. Be received after the execution of this LA
2. Reference the Pegasys Document Number (PDN) specified on this form
3. Include a unique, vendor-supplied, invoice number
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address.

Payment will be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS:  &   
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