

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-62031
LEASE AMENDMENT	
ADDRESS OF PREMISES 3200 Building Midtown Centre 1851 Executive Center Drive, 2nd floor Jacksonville, Florida 32207-2365	PDN Number:

THIS AMENDMENT is made and entered into between **MIDTOWN CENTRE LLC**

whose address is: 3947 Boulevard Center Drive, Suite 5, Jacksonville, FL 32207-2833

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government: **WHEREAS**, the parties hereto desire to amend the above Lease contract to establish beneficial occupancy.

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 June 1, 2013 as follows:

Paragraph 2 of the lease is hereby deleted in its entirety and replaced as follows:

2. **TERM:** TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2012 through May 31, 2023, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 of the lease is hereby deleted in its entirety and replaced as follows:

3. **RENTAL RATES:** The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL SHELL RENT	ANNUAL OPERATING RENT (exclusive of annual CPI escalations)	ANNUAL TI RENT	PRSF RATE	ABOASF RATE	TOTAL ANNUAL RENT	TOTAL MONTHLY RENT
12/01/2012 – 05/31/2013	\$42,839.74	\$18,500.88	\$ 0.00	\$13.00	\$14.96	\$61,340.62	\$5,111.72
06/01/2013 – 05/31/2018	\$56,677.76	\$24,477.00	\$23,165.04	\$16.71	\$18.70	\$104,319.80	\$8,693.32
06/01/2018 – 05/31/2023	\$81,637.00	\$24,477.00	\$ 0.00	\$17.00	\$19.02	\$106,114.00	\$8,842.83

- 12/01/2012 – 05/31/2013: The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by 4,718 RSF. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by 4,100 ABOASF.
- 06/01/2013 – 05/31/2023: The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by 6,242 RSF. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by 5,580 ABOASF.

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

Midtown Centre LLC
3947 Boulevard Center Drive, Suite 5
Jacksonville, FL 32207-2833

Continued on Page 2

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:
Signature: *D. M. Dubon*
Name: Desiree M. Dubon
Title: Executive VP
Entity Name: Midtown Centre LLC
Date: 07/23/13

FOR THE GOVERNMENT:
Signature: *James Thompson*
Name: James Thompson
Title: Lease Contracting Officer
GSA: Public Buildings Service
Date: 7/31/13

WITNESSED FOR THE LESSOR BY:
Signature: *John D. Fish*
Name: John D. Fish
Title: Director of Leasing
Date: 7-23-13

Paragraph 4 of the lease is hereby deleted in its entirety and replaced as follows:

4. **TERMINATION NOTICE:** The Government may terminate this lease in whole or in part at any time on or after June 1, 2018, by giving the Lessor at least one hundred and twenty (120) days' notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 10a is hereby added as follows:

10a. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the actual Tenant Improvements total \$109,450.91 (\$19.61 / ABOASF) amortized over 60 months at 2.25%, payable at the rate of \$3.71 per RSF (\$4.15 per ABOASF), \$1,930.42 monthly or \$23,165.04 annually and is included in the annual rent payment identified in Paragraph 3 of this Lease Amendment.

Paragraph 20 of the lease is hereby deleted in its entirety and replaced as follows:

20. In accordance with the SOLICITATION FOR OFFERS 9FL2349, Paragraph 2.3, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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 and the separate commission agreement executed by both parties. The [REDACTED] balance which equates to [REDACTED] less [REDACTED] previously paid leaving a net balance of [REDACTED] due to the Broker at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, 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:

Seventh Month's Rental Payment of \$8,693.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

Eighth Month's Rental Payment of \$8,693.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent.

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

End of Document

INITIALS: DUT
LESSOR

&

[Signature]
GOVT