

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-62335
ADDRESS OF PREMISES 220 Carl Vinson Parkway Warner Robins, GA 31088-5832	PDN Number:

THIS AMENDMENT is made and entered into between DCR Real Estate III Sub I, LLC

whose address is: **333 Third Avenue North, Suite 400, St. Petersburg, FL 33701-3833**

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 **April 10, 2013** as follows:

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

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning June 10, 2012 through June 9, 2027, 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. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows.

TERM	ANNUAL RENT	SHELL per RSF	OP per RSF	TI per RSF	PRSF RATE	ABOASF RATE	MONTHLY RATE
06/10/2012 – 06/09/2022	\$220,823.40	\$12.75	\$5.10	\$3.61*	\$21.46	\$22.92	\$18,401.95
06/10/2022 – 06/09/2027	\$197,362.20	\$14.08	\$5.10	\$0.00	\$19.18	\$20.49	\$16,446.85

* **Note:** Establishes the correct TI per RSF. The tenant improvement was overpaid by \$.95 for the first 10 months which will be reconciled by future payment withhold(s).

The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage 10,290. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by 9,634.


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

DCR REAL ESTATE III SUB I, LLC
 333 Third Ave N, Suite 400
 St. Petersburg, FL 33701-3833

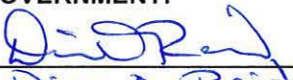
This Lease Amendment contains 2 pages.

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

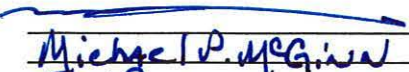
FOR THE LESSOR:

Signature: 
 Name: CHRISTOPHER S. MOSIER
 Title: MANAGER
 Entity Name: DCR REAL ESTATE III SUB I, LLC
 Date: 4/17/13

FOR THE GOVERNMENT:

Signature: 
 Name: Dion D. Reid
 Title: Lease Contracting Officer
 GSA: Public Buildings Service
 Date: 4/19/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Michael P. McGinn
 Title: SVP
 Date: 4/17/13

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

4. The Government may terminate this lease [in whole or in part] at any time on or after 06/10/2022, by giving the Lessor at least ninety (90) day 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 9 of the lease is hereby deleted in its entirety and replaced as follows:

9. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the actual Tenant Improvements total \$272,828.65 (\$35.7714/ ABOASF) amortized over 120 months at 6.5%, payable at the rate of \$3.6127 per RSF (\$3.8587 per ABOASF), \$3,097.91 monthly or \$37,174.97 annually, and is included in the annual rent payment identified in Paragraph 3 of this lease.

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

----- END OF DOCUMENT -----

INITIALS:


LESSOR

&


GOV'T