

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62260
LEASE AMENDMENT	
ADDRESS OF PREMISES 1030 London Drive, Birmingham, Alabama 35211-4542	PDN Number: PS0028527

THIS AMENDMENT is made and entered into between Stow Lakeshore 1030, LLC

whose address is: 2908 Bay to Bay Boulevard, Tampa, Florida 33629-8113

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. 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 upon Government execution as follows:

Paragraph 1.03 of GSA Form L201C (January 2012) is hereby deleted entirely and replaced as follows:

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	5/24/2014 – 5/23/2024	5/24/2024 – 5/23/2029	N/A
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$310,021.16	\$310,021.16	\$0.00
TENANT IMPROVEMENTS RENT ²	\$139,375.93	\$0.00	\$0.00
OPERATING COSTS ³	\$121,885.00	\$121,885.00	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$12,539.72	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$583,821.81	\$431,906.16	\$0.00

¹Shell rent calculation:

(Firm Term) \$15.08 (rounded) per RSF multiplied by 20,554 RSF
(Non-Firm Term) \$15.08 (rounded) per RSF multiplied by 20,554 RSF

\$ 1,000,328.39 wjk

²The Tenant Improvement Allowance of ~~\$1,000,000.00~~ is amortized at a rate of 7.00 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.93 (rounded) per RSF multiplied by 20,554 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$90,000.00 are amortized at a rate of 7.00 percent per annum over 10 years

⁵Parking costs are for parking requirements per paragraph 1.02.A of the lease.

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This Lease Amendment contains two (2) pages.

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

FOR THE LESSOR:

Signature:

Name:

Title:

Entity Name: Stow Lakeshore 1030, LLC

Date: 6/13/14

FOR THE GOVERNMENT:

Signature:

Name:

Title:

Lease Contracting Officer
GSA, Public Buildings Service

Date: 6/26/2014

WITNESS:

Signature:

Name:

Title:

Date: 6/13/14

Paragraph 1.04 of GSA Form L201C (January 2012) is hereby deleted entirely and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

- A. Jones Lang LaSalle ("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 Jones Lang LaSalle (of which [REDACTED] has already been paid leaving a balance due at occupancy of [REDACTED]) 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 \$48,651.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
 - Month 2 Rental Payment \$48,651.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
 - Month 3 Rental Payment \$48,651.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Paragraph 1.06 of GSA Form L201C (January 2012) is hereby deleted entirely and replaced as follows:

1.06 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after **May 23, 2024** by providing not less than **90 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

Paragraph 1.17 is hereby added to the lease as follows:

This Lease Amendment (LA) also serves as the Government's acceptance of the Lessor's proposals for the following change orders. Said TI shall be completed in accordance with the specifications set forth in the Lease and incorporated into the final As-Built CAD Plans. The change orders are incorporated and referenced below.

The following reflects final costs for this project including change orders:

- Tenant Improvements Amortized in Rent per LA#1: \$975,889.74
- Change Order No. 1: Refer to Exhibit "A", 6 pages [REDACTED]
- Change Order No. 2: Refer to Exhibit "B", 3 pages [REDACTED]
- Change Order No. 3: Refer to Exhibit "C", 3 pages [REDACTED]
- Change Order No. 4: Refer to Exhibit "D", 3 pages [REDACTED]
- Revised Tenant Improvements Amortized in Rent: \$1,000,328.39
- A lump sum payment will be made (\$1,065,079.16 per LA#1 less \$975,889.74): \$89,189.42

Upon the Lessor's completion of said work and the Government's inspection and acceptance of the same, the Government hereby agrees to reimburse the Lessor, via lump-sum payment, **\$89,189.42**. Payment to the Lessor shall not exceed said amount.

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

END OF DOCUMENT

INITIALS:  LESSOR &  GOVT

DUPLICATE ORIGINAL