

(17) WBR 3215 Highway GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-62075
ADDRESS OF PREMISES 3217 Hwy 77, Panama City, FL 32405-5007	PDN Number: n/a

THIS AMENDMENT is made and entered into between **Rutherford & Strickland Elkton, Inc**

whose address is: 362 SW Atwater Way, Madison, FL 32341-0191

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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 11, 2013 as follows:

Old Lessor

Rutherford & Strickland Elkton, Inc
 362 SW Atwater Way
 Madison, FL 32341-0191
 DUNS: 150780356

New Lessor

R & S Panama City LLC
 362 SW Atwater Way
 Madison, FL 32340
 DUNS: 078591145

Paragraph 1 of the Lease is amended as follows:

The Lessor hereby leases to the Government the following described premises:

* A total of 11,852 rentable square feet (RSF) of office and related space, which yields 10,154 ANSI/BOMA Office Area square feet (USF) of space at 3215 HWY 77, PANAMA CITY, FL 32405-5007 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.

* Included in the rent at no additional cost to the government are 50 parking spaces for exclusive use of the Government employees and patrons.

* The common area factor for the leased premises occupied by the Government is established as 1.167224739 (see "Common Area Factor" paragraph of the lease).

* The leased premises occupied by the Government for real estate tax adjustments is established as 100.00% (see also "Percentage Occupancy" paragraph of the lease).

*Base year for taxes is \$10,145.16
 is the tax amount 2014
 for 2014.* [Signature]

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:

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Entity Name: R & S Panama City LLC

Date: 3/11/13

Signature: _____

Name: _____

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 11/14/13

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: VP

Date: 3/11/13

Paragraph 3 is amended as follows:

The Government shall pay the Lessor annual rent of \$475,265.20 (\$40.10/RSF - \$46.81/USF) at the rate of \$39,605.43 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

R & S Panama City LLC
 362 SW Atwater Way
 Madison, FL 32340

Paragraph 7 is amended as follows:

In accordance with the RLP paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$355,948.48 (10,154 USF x \$35.0550) are amortized through the rent for 5 years at the rate of 6.62%. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

The Schedule of Rent Components shall be:

Term	RSF/USF	Parking	Base Rent	*Operating Rent	TI	Monthly	Annual
Years 0 to 5	11,852/10,154	50 surface	\$308,152.00	\$83,319.56	\$83,793.36	\$39,605.43	\$475,265.20
Years 6 to 10	11,852/10,154	50 surface	\$308,152.00	\$83,319.56	\$ 0	\$32,622.63	\$391,471.56

All other terms and conditions shall remain the same.

END OF DOCUMENT.

INITIALS: WBR & MT
 LESSOR GOV'T