

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62391
ADDRESS OF PREMISES City Center, 100 Second Avenue South, St. Petersburg, Florida 33701-4360	PDN Number: N/A

THIS AMENDMENT is made and entered into between **CITY CENTER STF LP**

whose address is: 2701 Maitland Center PKWY, STE 225, Maitland, FL 32751-7409

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 execution by the Government as follows:

The purpose of this Lease Amendment is to accept tenant improvements to the Premises and commence rent effective May 15, 2014.

A. GSA Form L201C, Section 1.03, Paragraph A, is hereby deleted in its entirety and replaced as follows:

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

	May 15, 2014 – May 14, 2019	May 15, 2019 – May 14, 2024
	Annual Rent	Annual Rent
Shell Rent ¹	\$113,783.75	\$148,184.43
Tenant Improvements Rent ²	\$105,376.07	\$0.00
Operating Rent ³	\$84,755.44	\$84,755.44
Building Specific Security ⁴	\$0.00	\$0.00
Parking Rent ⁵	\$66,150.00	\$66,150.00
Total Annual Rent	\$370,065.26	\$299,089.87

¹Shell Rent Calculation:

(Firm Term) \$8.27* per RSF multiplied by 13,759 RSF

(Non-Firm Term) \$10.77* per RSF multiplied by 13,759 RSF

²The Tenant Improvement Allowance of \$526,880.34 is amortized at a rate of 0 percent per annum over 5 years.

³Operating Costs Rent Calculation: \$6.16* per RSF multiplied by 13,759 RSF.

⁴Building Specific Security: There are no building specific security costs associated with this lease.

⁵Parking costs are for 70 parking spaces reflecting a rate of \$78.75* per surface space and \$78.75 per structured space per month.

*Rates may be rounded."

This Lease Amendment contains two (2) pages.

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

IN WITNESS WHEREOF, the undersigned, as of the below date.

FOR THE LESSOR:
 Signature: _____
 Name: LARRY PERMAN
 Title: Vice President
 Entity Name: CITY CENTER STF LP
 Date: 6/3/14

FOR THE GOVERNMENT:
 Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA: Public Buildings Service
 Date: 6/11/14

WITNESSES:
 Signature: _____
 Name: _____
 Title: Administrative Assistant
 Date: 6/3/14

B. GSA Form L201C, Section 1.04, is hereby deleted in its entirety and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

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. [REDACTED] has been previously paid to Jones Lang LaSalle (Broker) by the Lessor. Of the remaining [REDACTED], only [REDACTED] of the Commission will be payable to Jones Lang LaSalle. The remaining [REDACTED], which is the Commission Credit, shall 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 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 One Rental Payment \$30,838.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month Two Rental Payment \$30,838.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month Three Rental Payment \$30,838.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph 'Rent and Other Consideration'.

C. GSA Form L201C, Section 1.05, is hereby deleted in its entirety and replaced as follows:

"1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after **May 14, 2019**, 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."

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INITIALS  LESSOR &  GOVT