

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-62470
LEASE AMENDMENT	
ADDRESS OF PREMISES 510 East 15 th Avenue, Cordele, Georgia 31015-1437	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.

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 January 1, 2014 as follows:

Paragraph 1.01 of GSA Form L202 (January 2012) is hereby amended as follows:

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

"...The Government shall have the beneficial occupancy of an additional 214 RSF and 192 ABOA square feet of office and related space at no additional cost to the Government..."

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

Signature: _____
Name: CHRISTOPHER S. MOENCH
Title: MANAGER
Entity Name: DCR REAL ESTATE III SUB I, LLC
Date: 1/14/2014

FOR THE GOVERNMENT

Signature: _____
Name: Dion S. Reid
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 1/17/2014

WITNESSED BY

Signature: _____
Name: _____
Title: SVP
Date: 1/14/14

Paragraph 1.03 of GSA Form L202 (January 2012) are hereby deleted entirely and replaced as follows:

1.03 RENT AND OTHER CONSIDERATION (succeeding) (SEPT 2011)

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

	1/1/2014 – 12/31/2018	1/1/2019 – 12/31/2023	N/A
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$91,506.24	\$97,402.50	\$0.00
TENANT IMPROVEMENTS RENT ²	\$46,746.90	\$0.00	\$0.00
OPERATING COSTS ³	\$59,894.00	\$59,894.00	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$799.78	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$198,946.92	\$157,296.50	\$0.00

¹Shell rent calculation:

(Firm Term) \$10.99 per RSF multiplied by 8,325 RSF

(Non-Firm Term) \$11.70 per RSF multiplied by 8,325 RSF

²The Tenant Improvement Allowance of \$197,911.09 is amortized at a rate of 6.75 percent per annum over 5 years.

³Operating Costs rent calculation: \$7.19 per RSF multiplied by 8,325 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$3,386.00 are amortized at a rate of 6.75 percent per annum over 5 years

⁵Parking costs are for a minimum of thirty eight (38) surface parking spaces.

Paragraph 1.04 of GSA Form L202 (January 2012) are hereby deleted entirely and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 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 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 \$16,578.91 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$16,578.91 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Paragraph 1.05 of GSA Form L202 (January 2012) are hereby deleted entirely and replaced as follows:

1.05 TERMINATION RIGHTS (SUCCEEDING) (SEPT 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after December 31, 2018 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.

INITIALS:


LESSOR

&


GOVT