

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No.1
	TO LEASE NO. <b>GS-04P-LFL60484</b>
<b>ADDRESS OF PREMISES</b>  25 W. GOVERNMENT STREET 25 W. GOVERNMENT STREET PENSACOLA, FL 32502-5813	PDN Number:

**THIS AMENDMENT** is made and entered into between

**OMEGA PROPERTIES, LLC**

whose address is 700 S. Palafox Street, Suite 245, Pensacola, FL 32502

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

WHEREAS, the parties hereto desire to amend the above-referenced lease (Lease) to establish the Lease commencement date and initial rental rate as set forth below;

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the Lease is amended effective June 30, 2015 as follows:

A. The Lease Term language on the first page of the Lease is deleted in its entirety and the following is substituted in lieu thereof:

**"LEASE TERM**

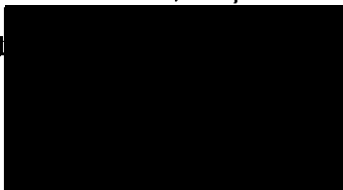
TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 30, 2015 through June 29, 2020, subject to termination rights as may be hereinafter set forth."

B. Section 1.03.A of the Lease is deleted in its entirety and the following is substituted in lieu thereof:

*Continued on next page*

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

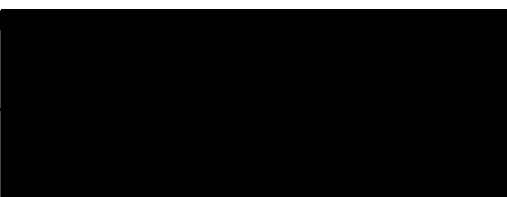
FOR THE LESSOR



Signature:  
Name:  
Title:  
Entity Name:  
Date:

*[Handwritten Signature]*  
*VICE PRESIDENT*  
**OMEGA PROPERTIES, LLC**  
 7/21/15

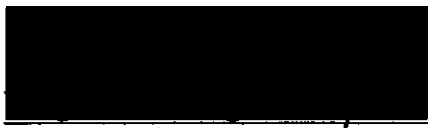
FOR THE GOVERNMENT



Signature:  
Name:  
Title:  
Date:

GSA, Public Buildings Service  
 7/21/15

WITNESSED FOR THE LESSOR BY:



Signature:  
Name:  
Title:  
Date:

*VICE PRESIDENT OF THOMPSON-BRIGGS*  
 07/21/15

**“1.03 RENT AND OTHER CONSIDERATION (SEP 2013)**

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

	<b>FIRM TERM ANNUAL RENT</b>	<b>NON FIRM TERM ANNUAL RENT</b>
<b>SHELL RENT<sup>1</sup></b>	<b>\$373,948.92</b>	<b>N/A</b>
<b>TENANT IMPROVEMENTS RENT<sup>2</sup></b>	<b>\$17,867.74</b>	<b>N/A</b>
<b>OPERATING COSTS<sup>3</sup></b>	<b>\$74,431.08</b>	<b>N/A</b>
<b>BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)<sup>4</sup></b>	<b>\$0.0</b>	<b>N/A</b>
<b>PARKING<sup>5</sup></b>	<b>\$ 0.0</b>	<b>N/A</b>
<b>TOTAL ANNUAL RENT</b>	<b>\$466,247.74</b>	<b>N/A</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term) \$25.02 per RSF multiplied by 14,946 RSF  
 (Non Firm Term) N/A per RSF multiplied by N/A RSF

<sup>2</sup>The total Tenant Improvement Allowance (TIA) is \$302,050.00.  
 \$78,902.01 of the Tenant Improvement Allowance (TIA) was spent on Tenant Improvements (TI) prior to the Lease commencement date and is amortized at 5 percent per annum over 5 years for a total payment of \$89,338.70 with annual rent of \$17,867.74.  
 In accordance with Section 1.08 and 7.02 of the Lease, upon completion by the Lessor and acceptance by the Government of the remaining TI, the rent shall be adjusted to amortize the actual remaining TI costs as TI Rents over the then remaining firm term at a rate of 5 percent per annum. For example, if the cost for TI work performed after the Lease commencement date was \$200,000.00 and the date of acceptance of the TI work was August 30, 2015, the \$200,000 would be amortized at 5 percent per annum for 4 years and 10 months. This amount would be in addition to the amount listed above in the table.

<sup>3</sup>Operating Costs rent calculation: \$4.98 per RSF multiplied by 14,946 RSF



<sup>4</sup>Building Specific Amortized Capital (BSAC) allowance is \$302,050.00. No BSAC work was performed prior to the Lease Commencement date. In accordance with Sections 1.10 and 1.11 of the Lease, upon completion by Lessor and acceptance by the Government of BSAC work, rent shall be adjusted to amortize the actual cost of authorized BSAC work at a rate of 5 percent per annum over the remaining Lease term commencing upon the date of acceptance by the Government.

<sup>5</sup>Parking costs described under sub-paragraph H below.

INTENTIONALLY DELETED”

C. All other terms and conditions of the Lease remain in full force and effect.

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INITIALS:  &   
 LESSOR & GOV'T