

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.3
	TO LEASE NO. GS-04P-LFL60484
ADDRESS OF PREMISES 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:

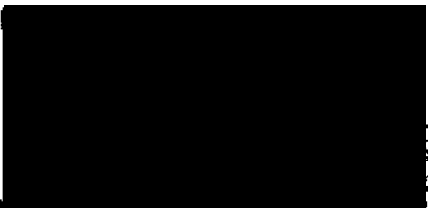
"LEASE TERM


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:

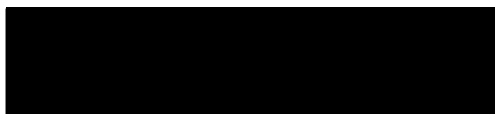
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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE 
Signature: _____
Name: _____
Title: _____
Entity Name: OMEGA PROPERTIES, LLC
Date: 6/13/16

FOR THE 
Signature: _____
Name: _____
Title: _____
Date: GSA, Public Buildings Service
6/16/16

WITNESSED FOR THE LESSOR BY:


Signature: _____
Name: _____
Title: VICE PRESIDENT
Date: 06/13/16

"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:

	FIRM TERM ANNUAL RENT 6/30/2015 TO 5/29/2016	FIRM TERM ANNUAL RENT 5/30/2016 TO 6/29/2020	NON FIRM TERM ANNUAL RENT
SHELL RENT ¹	\$373,948.92	\$373,948.92	N/A
TENANT IMPROVEMENTS RENT ²	\$17,867.74	\$17,867.74	N/A
OPERATING COSTS ³	\$74,431.08	\$74,431.08	N/A
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.0	\$68,213.04	N/A
PARKING ⁵	\$ 0.0	\$ 0.0	N/A
TOTAL ANNUAL RENT	\$466,247.74	\$534,460.78	N/A

¹Shell 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

²Tenant Improvements of \$78,902.01 are amortized at a rate of 5 percent per annum over 5 years.

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



⁴Building Specific Amortized Capital of \$251,471.15 is amortized at a rate of 5 percent per annum over 4 years and 1 month.

⁵Parking costs described under sub-paragraph H below."

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

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INITIALS:

 & 
LESSOR & GOVT