

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5	
LEASE AMENDMENT	TO LEASE NO. GS-04B-61816	
ADDRESS OF PREMISES 933 EAST SILVER SPRINGS BOULEVARD OCALA, FLORIDA 34470-6707	PDN Number: PS0026751	

THIS AMENDMENT is made and entered into between RUTHERFORD & STRICKLAND OCALA LLC.

whose address is:

362 SW Atwater Way
Madison, FL 32340-0191

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

WHEREAS, the parties hereto desire to amend the above Lease to increase the square footage.

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 June 14, 2013 as follows:

The purpose of this supplemental lease agreement is to provide for an expansion to the leased premises (Block B) of 2,971 rentable square feet (2,745 ANSI/BOMA office area square feet), at 933 East Silver Springs Boulevard, for a period beginning upon completion and acceptance by GSA of the tenant alterations to Block B, and ending on August 14, 2022. The new total square footage for the lease shall be 19,207 RSF (18,918 ANSI/BOMA office area square feet).

Paragraph No. 1 of the lease shall be deleted and replaced as follows:

"1. The Lessor hereby leases to the Government the following described premises:

"A total of 19,207 RSF (18,918 ANSI/BOMA office area square feet) consisting of Block A with a total of 16,236 RSF (16,173 ANSI/BOMA office area square feet) and "Block B with a total of 2,971 RSF (2,745 ANSI/BOMA office area square feet), in the building located at 933 East Silver Springs Boulevard, Ocala, Florida, to be used for such purposes as determined by the General Services Administration."

Paragraph No. 3 of the lease shall be deleted and replaced as follows:

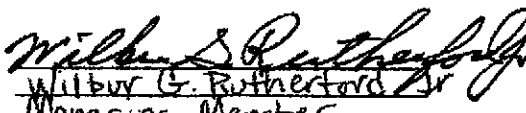
This Lease Amendment contains 3 pages.


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.

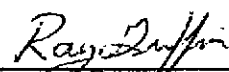
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Wilbur G. Rutherford Jr.
Title: Managing Member
Entity Name: Rutherford Strickland Ocala LLC
Date: July 11, 2013

Signature: 
Name: Michael Ellis
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/12/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: RAY GRIFFIN
Title: VICE PRESIDENT
Date: July 11, 2013

"3. Rent is established as follows: See Exhibit A

Paragraph No. 9 of the lease shall be deleted and replaced as follows:

"9. The premises described in Paragraph 1 of this SF-2 shall contain a total of 18,918 ANSI/BOMA office area square feet consisting of (16,173 ANSI/BOMA office area square feet (Block A) and 2,745 ANSI/BOMA office area square feet (Block B).

Paragraph No. 12 of the lease shall be deleted and replaced as follows:

"12. The percentage of Government occupancy is established at 100.00%. (Based on Government occupancy of 19,207 RSF and total building area of 19,207 RSF). The percentage of occupancy is subject to revision based on actual measurement of Government occupied space at the time of final inspection.

Paragraph No. 13 of the lease shall be deleted and replaced as follows:

"13. The Base Cost of Services for escalation purposes is hereby reestablished at \$96,611.21 which is based on an unchanged 5.03 per RSF."

Paragraph No. 14 of the lease shall be deleted and replaced as follows:

"14. The common area factor (CAF) is established as 1.015276 based on 19,207 RSF and 18,918 ABOASF."

The Government hereby accepts the Lessor's proposal to provide, install and maintain the improvements to the expansion space (Block B) as agreed by all parties and in accordance with the Lease terms, the SFO, the final approved construction drawings dated February 5, 2013, the lessor's TICS table dated April 11, 2013, and lessor's contractor proposals dated April 11, 2013 and July 2, 2013. Alterations shall include all necessary labor, materials, and equipment required to complete the alterations.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$177,996.43, upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

Payment will be made electronically through the finance website www.finance.gsa.gov. The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at FW-Paymentsearch.finance@gsa.gov.

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Michael Ellis, Contracting Officer
7771 West Oakland Park Boulevard
Suite 119
Sunrise, Florida 33351

For an invoice to be considered proper, it must:

- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA Supplied PS Number: PS0026751
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address, and submitted on company letterhead. The payee's name and address must EXACTLY match the Lessor's name and address listed above
- 5) Specify the lease contract number, building address, and a description, price, and quantity of the items delivered
- 6) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed electronic invoice or acceptance of the work by the Government, whichever is later.
- 7) If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign

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it.

The Lessor hereby waives restoration as a result of these improvements.

All other terms and conditions remain in full force and effect.

INITIALS:

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MD
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