

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-62260
ADDRESS OF PREMISES 1030 London Drive, Birmingham, Alabama 35211-4542	PDN Number: PS0028527

**THIS AMENDMENT** is made and entered into between **Stow Lakeshore 1030, LLC**

whose address is: 2908 Bay to Bay Boulevard, Tampa, Florida 33629-8113

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 Government execution as follows:

**Paragraph 1.03 of GSA Form L201C (January 2012) is hereby deleted entirely and replaced as follows:**

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	5/27/2014 – 5/26/2024	5/27/2024 – 5/26/2029	N/A
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$310,021.16	\$310,021.16	\$0.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$141,117.03	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$121,885.00	\$121,885.00	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$12,539.72	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$585,562.91</b>	<b>\$431,906.16</b>	<b>\$0.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$15.08 (rounded) per RSF multiplied by 20,554 RSF

(Non-Firm Term) \$15.08 (rounded) per RSF multiplied by 20,554 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,012,824.64 is amortized at a rate of 7.00 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$5.93 (rounded) per RSF multiplied by 20,554 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$90,000.00 are amortized at a rate of 7.00 percent per annum over 10 years

<sup>5</sup>Parking costs are for parking requirements per paragraph 1.02.A of the lease.

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This Lease Amendment contains 2 pages

their names as of the below date.

**FOR THE GOVERNMENT:**

Signature: [Redacted]

Name: [Redacted]

Title:

Lease Contracting Officer  
GSA, Public Buildings Service

Date:

03/26/2014

Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: 3/26/14

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]

Name: [Redacted]

Title:

Operations Manager

Date:

3/26/14

Paragraph 1.04 of GSA Form L201C (January 2012) is hereby deleted entirely and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 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 (of which [REDACTED] has already been paid leaving a balance due at occupancy of [REDACTED]) 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 \$48,796.91 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.
- Month 2 Rental Payment \$48,796.91 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.
- Month 3 Rental Payment \$48,796.91 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.

Paragraph 1.06 of GSA Form L201C (January 2012) is hereby deleted entirely and replaced as follows:

1.06 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after **May 26, 2024** 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:  & wjg  
GOVT

**Paragraph 1.17 is hereby added to the lease as follows:**

This Lease Amendment (LA) also serves as the Lessor's full Notice to Proceed for construction of Tenant Improvements (TI). Said TI shall be completed in accordance with the specifications set forth in the Lease, the most recent set of Construction Drawings, the Tenant Improvements Cost Summary (TICS) which is incorporated and referenced herein as **Exhibit "A" (1 page)**, and the General Conditions which are incorporated and referenced herein as **Exhibit "B" (3 pages)**.

The following reflects final costs for this project excluding any change orders:

- Cost of Tenant Improvements: \$1,065,079.16
- Lump Sum Payment to Lessor: \$89,189.42.
- Tenant Improvements Amortized in Rent: \$975,889.74.
- **Note:** The annual Tenant Improvements (TI) Rent in Paragraph 1.03.A is actually based on a total TI Allowance of \$1,012,824.64. Therefore, there is \$36,934.90 (\$1,012,824.64 minus \$975,889.74) more built into the rent than what is currently needed. If need be, this money will be used to fund any change orders that arise during the course of construction. If the total amount is not utilized, the annual TI Rent will be adjusted downward via a subsequent Lease Amendment at project completion as will the total annual rent. If, however, this money is fully utilized, any and all excess costs shall be funded in lump-sum for which the Government will first need to obtain additional funding.

Upon the Lessor's completion of said work and the Government's inspection and acceptance of the same, the Government hereby agrees to reimburse the Lessor, via lump-sum payment, \$89,189.42. Payment to the Lessor shall not exceed said amount.

It is agreed that the Lessor waives any and all rights of restoration against the Government at the expiration of the lease term.  
All other terms and conditions of the lease shall remain in force and effect.

END OF DOCUMENT

INITIALS:  LESSOR &  GOV'T