

<p style="text-align: center;">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p style="text-align: center;">LEASE AMENDMENT</p>	<p style="text-align: center;">LEASE AMENDMENT No. 2</p>
<p>ADDRESS OF PREMISES</p> <p>900 North 14th Street Leesburg, FL 34748-3817</p>	<p>TO LEASE NO. GS-04B-61859</p> <p>PDN Number: N/A</p>

THIS AMENDMENT is made and entered into between **Xenia Management Corporation**

whose address is: 2340 Drew Street, STE 300, Clearwater, FL 33765-3310

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 provide for an increase in 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 upon execution by the Government as follows:

The purpose of this Lease Amendment is to increase the square footage under lease by 345 rentable square feet (RSF), yielding 300 ANSI/BOMA Office Area (ABOA) square feet, of office and related space at 900 North 14th Street, Leesburg, FL 34748-3817, for a period beginning upon completion and acceptance of all tenant improvements that will be requested in a subsequent Lease Amendment and continuing for 10 years, 5 years firm. The new total square footage for the Lease shall be 12,678 RSF, yielding 11,024 ABOA square feet. The total on-site parking remains at 67 surface spaces.

A. Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

This Lease Amendment contains three (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:

Signature: _____
Name: _____
Title: Gregory Blits
Entity Name: _____
Date: 7/9/14

Signature: _____
Name: _____
Title: _____
GSA, Public Buildings Service,
Date: 8/20/14

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Signature: _____
Name: _____
Title: _____
Date: 7/9/2014

B. GSA Form L201C, Section 1.01 "The Premises" is hereby deleted in its entirety and replaced as follows:

"The Premises are described as follows:

Office and Related Space: 12,678 rentable square feet (RSF), yielding 11,024 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related spaced, based upon a common area factor of 15.0036 percent, located on the 1st floor of the Building."

C. GSA Form L201C, Section 1.03 "Rent and Other Considerations", Paragraph A is hereby deleted in its entirety and replaced as follows:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, as follows:

Block 1	Firm Term	Non-Firm Term
	Annual Rent	Annual Rent
Shell Rent ¹	\$209,414.34	\$209,414.34
Operating Rent ²	\$77,821.23	\$77,821.23
Tenant Improvements Rent ³	\$94,029.13	\$0.00
Building Specific Security Rent ⁴	\$0.00	\$0.00
Parking Rent ⁵	\$0.00	\$0.00
Total Annual Rent	\$381,264.70	\$287,235.57

¹Shell Rent Calculation:

Firm Term: \$16.98 per RSF multiplied by 12,333 RSF.

Non-Firm Term: \$16.98 per RSF multiplied by 12,333 RSF.

²Operating Rent Calculation: \$6.31 per RSF multiplied by 12,333 RSF, subject to CPI adjustments.

³Tenant Improvements Rent Calculation: The tenant improvement allowance of \$436,078.59 is amortized at a rate of three (3) percent per annum over five (5) years.

⁴Building Specific Security Rent: There is no charge to the Government for building specific security.

⁵Parking Rent: There is no charge to the Government for parking.

Block 2	Firm Term	Non-Firm Term
	Annual Rent	Annual Rent
Shell Rent ¹	\$5,858.10	\$5,858.10
Operating Rent ²	\$2,176.95	\$2,176.95
Tenant Improvements Rent ³	\$2,630.43	\$0.00
Building Specific Security Rent ⁴	\$0.00	\$0.00
Parking Rent ⁵	\$0.00	\$0.00
Total Annual Rent	\$10,665.48	\$8,035.05

¹Shell Rent Calculation:

Firm Term: \$16.98 per RSF multiplied by 345 RSF.

Non-Firm Term: \$16.98 per RSF multiplied by 345 RSF.


²Operating Rent Calculation: \$6.31 per RSF multiplied by 345 RSF, subject to CPI adjustments.

³Tenant Improvements Rent Calculation: The tenant improvement allowance of \$12,199.14 is amortized at a rate of three (3) percent per annum over five (5) years.

⁴Building Specific Security Rent: There is no charge to the Government for building specific security

⁵Parking Rent: There is no charge to the Government for parking.

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Total Leased Premises: Block 1 & 2	Firm Term	Non-Firm Term
	Annual Rent	Annual Rent
Shell Rent ¹	\$215,272.44	\$215,272.44
Operating Rent ²	\$79,998.18	\$79,998.18
Tenant Improvements Rent ³	\$96,659.56	\$0.00
Building Specific Security Rent ⁴	\$0.00	\$0.00
Parking Rent ⁵	\$0.00	\$0.00
Total Annual Rent	\$391,930.18	\$295,270.62

¹Shell Rent Calculation:

Firm Term: \$16.98 per RSF multiplied by 12,678 RSF.

Non-Firm Term: \$16.98 per RSF multiplied by 12,678 RSF.

²Operating Rent Calculation: \$6.31 per RSF multiplied by 12,678 RSF, subject to CPI adjustments.³Tenant Improvements Rent Calculation: The tenant improvement allowance of \$448,277.73 is amortized at a rate of three (3) percent per annum over five (5) years.⁴Building Specific Security Rent: There is no charge to the Government for building specific security.⁵Parking Rent: There is no charge to the Government for parking."

- D. GSA Form L201C, Section 1.03 "Rent and Other Considerations", Paragraph F is hereby deleted in its entirety and replaced as follows:

"F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease."

- E. GSA Form L201C, Section 1.05 "Termination Rights" is hereby deleted in its entirety and replaced as follows:

"The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease by providing not less than sixty (60) 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."

- F. GSA Form L201C, Section 1.12 "Operating Cost Base" is hereby deleted in its entirety and replaced as follows:

"The parties agree that for the purpose of applying the clause titled "Operating Cost Adjustment", the Lessor's base cost of services is \$79,998.18 (based on an unchanged \$6.31 per rentable square foot)."

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

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