

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2 TO LEASE NO. GS-04P-LFL62163
LEASE AMENDMENT ADDRESS OF PREMISES 5511 SW 35th Drive Gainesville, FL 32608-5200	PDN Number:

THIS AMENDMENT is made and entered into between Meridian Construction & Development

whose address is: 4460 Camino Real Way
Fort Myers, FL 33966-1135

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

WHEREAS, the parties hereto desire to amend the above Lease, effective April 9, 2018.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to: summarize the government approved change orders (Change Order Approvals and Cost Summaries attached as Exhibit A); establish the final Tenant Improvement Allowance used; accept the Tenant Improvements made to the Premises; and, to establish the final rent table and economic terms of the Lease for the [REDACTED] at 5511 SW 35th Drive, Gainesville, FL 32608-5200.

- I. Agency generated Change Orders #1-2 were previously approved by the government and added to the TI scope of the project (see pages 4-18 below for Cost Summaries and Contracting Officer Approvals). Cost and scope are summarized as follows:

Change Order #1 – Install transfer switch for portable generator - [REDACTED]
Change Order #2 – Added circuits, conduit, data drops and AI Phone - [REDACTED]

- II. The Tenant Improvements made to the Premises have been inspected and subject to punch list completion, are hereby accepted by the Government. The start date for Rent is hereby established as April 16, 2018.

This Lease Amendment contains 18 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: [REDACTED]

Name: GREGG S. BORTON

Title: MEMBER

Entity Name: FLORIDA DCA GSA LLC

Date: 4.17.18

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: Kazi Rizvi

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 4.19.2018

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: SUE ANN WILNER

Title: DIRECTOR

Date: APRIL 17, 2018

- III. The Commencement Date of this Lease is hereby established as April 16, 2018. The Government shall have and hold the Premises with their appurtenances for the term beginning upon April 16, 2018 and continuing for a period of Fifteen (15) Years, Ten (10) Years Firm at the rates in Lease Paragraph 1.03 (as amended below).
- IV. In accordance with Lease Paragraph 1.03 and 1.09, the final amount of Tenant Improvement and BSAC is hereby established as \$1,017,097.42 (\$708,033.77 for TI and \$309,063.65 for BSAC). Of the \$1,017,097.42, \$372,458.48 for TI and \$206,600.00 for BSAC shall be amortized at a rate of five-point-nine-five percent (5.95%) over the ten-year firm term of the Lease in accordance with Lease Paragraph 1.03. The remaining amount of \$438,038.94 established in Lease Amendment #1 plus the two (2) approved change order amounts in Paragraph I above, will be paid via lump sum by the Government.
- V. The Lessor waives all restoration rights.
- VI. Invoice instructions:
The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at www.finance.gsa.gov/vendors and follow the directions for invoice submittal. If you have any difficulty, please contact the Contracting Officer.
A proper invoice must include:
An invoice number provided by the Contracting Officer. Please include this number: _____
Name of your Business Concern and Invoice Date
Lease Contract No., Lease Amendment No. 2, and Building Location
Description and Price of items in conformance with this Lease Amendment.
If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.
- VII. Lease Paragraph 1.03 is hereby restated as follows:

"1.03 RENT AND OTHER CONSIDERATION (APR 2015)

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

	FIRM TERM YEARS 1-5	FIRM TERM YEARS 6-10	NON-FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$188,798.05	\$198,260.06	\$208,164.22
TENANT IMPROVEMENTS RENT ²	\$49,508.48	\$49,508.48	\$0.00
OPERATING COSTS ³	\$43,367.00	\$43,367.00	\$43,367.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$27,461.99	\$27,461.99	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$309,135.52	\$318,597.53	\$251,531.22

¹Shell rent calculation:

(Firm Term, Years 1-5) \$21.35 per RSF multiplied by 8,843 RSF

(Firm Term, Years 6-10) \$22.42 per RSF multiplied by 8,843 RSF

(Non-firm Term) \$23.64 per RSF multiplied by 8,843 RSF

²The Tenant Improvement Allowance of \$372,458.48 is amortized at a rate of 5.95 percent per annum over 10 years.

³Operating Costs rent calculation: \$4.90 per RSF multiplied by 8,843 RSF

⁴Building Specific Amortized Capital (BSAC) of \$206,600.00 are amortized at a rate of 5.95 percent per annum over 10 years

⁵Parking costs \$0.00 per space per month

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In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,264 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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.
- H. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside)."

IX. Lease Paragraph 1.04 is hereby restated as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Savills Studley, Inc. (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 Savills Studley, Inc. 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 \$25,761.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$25,761.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$25,761.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] 3 adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$25,761.29 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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