

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-62391
ADDRESS OF PREMISES City Center, 100 Second Avenue South, St. Petersburg, Florida 33701-4360	PDN Number: <u>PS0028752</u>

THIS AMENDMENT is made and entered into between **CITY CENTER STF LP**

whose address is: 2701 Maitland Center PKWY, STE 225,
Maitland, FL 32751-7409

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 execution by the Government as follows:

- A. GSA Form L201C is hereby amended to reflect that the Lessor's address is 2701 Maitland Center PKWY, STE 225, Maitland, FL 32751-7409.
- B. GSA Form L201C, Section 1.02, Paragraph A, is hereby deleted in its entirety and replaced as follows:

"A. Parking: 70 parking spaces as depicted on the plan attached hereto as Exhibit D. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

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 [REDACTED] Signature: _____ Name: <u>LARRY FELDMAN</u> Title: <u>its Vice President</u> Entity Name: <u>CITY CENTER STF, LP</u> Date: <u>4/16/14</u>	FOR [REDACTED] Signature: _____ Name: _____ Title: <u>Lease Contracting Officer</u> GSA: <u>Public Buildings Service</u> Date: <u>4/22/14</u>
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WITNESSE [REDACTED]

Signature: _____
 Name: _____
 Title: Leasing Admin Assistant
 Date: 4/16/14

C. GSA Form L201C, Section 1.03, 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, at the following rates:

	Firm Term	Non-Firm Term
	Annual Rent	Annual Rent
Shell Rent ¹	\$113,783.75	\$148,184.43
Tenant Improvements Rent ²	\$105,376.07	\$0.00
Operating Rent ³	\$84,755.44	\$84,755.44
Building Specific Security ⁴	\$0.00	\$0.00
Parking Rent ⁵	\$66,150.00	\$66,150.00
Total Annual Rent	\$370,065.26	\$299,089.87

¹Shell Rent Calculation:

(Firm Term) \$8.27 per RSF multiplied by 13,759 RSF

(Non-Firm Term) \$10.77 per RSF multiplied by 13,759 RSF

²The Tenant Improvement Allowance of \$526,880.34 is amortized at a rate of 0 percent per annum over 5 years.

³Operating Costs Rent Calculation: \$6.16 per RSF multiplied by 13,759 RSF.

⁴Building Specific Security: There are no building specific security costs associated with this lease.

⁵Parking costs are for 0 surface parking spaces and 70 structured parking spaces reflecting a rate of \$78.75 per surface space and \$78.75 per structured space per month."

D. GSA Form L201C, Section 3.22, Paragraph A, is hereby deleted in its entirety and replaced as follows:

"A. Ceilings shall be at a minimum 8 feet, 5 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Approximately 450 ANSI/BOMA Office Area office area square feet (server room) and approximately 800 ANSI/BOMA Office Area square feet (conference room) shall be at a minimum 8 feet, 5 inches ceiling height. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid."

E. Exhibit A, "Security Requirements", Paragraph Number 6, is hereby deleted in its entirety and replaced as follows:

"6. This paragraph was intentionally deleted."

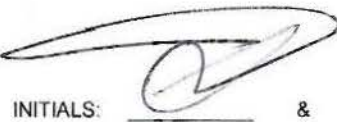

F. Exhibit A, "Security Requirements", Paragraph Number 8, is hereby deleted in its entirety and replaced as follows:

"8. This paragraph was intentionally deleted."

G. In separate correspondence dated February 18, 2014, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$452,008.53. The total costs for tenant improvements are \$589,419.53. The Government hereby orders the balance of \$137,411.00. The Tenant Improvements shall be completed in accordance with the specifications set forth in the Lease, the approved Design Intent Drawings and most recent set of Construction Drawings, and the Tenant Improvements Cost Summary (TICS) which is incorporated and referenced herein as Exhibit "A" (1 page).

Payment of the tenant improvements shall be broken down as follows:

Amortized in rent:	\$526,880.34
Lump Sum:	\$62,539.19
Total:	\$589,419.53

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- H. Upon completion, inspection, and the GSA's acceptance of the tenant improvements, a properly executed invoice requesting a lump sum payment in the amount of **\$62,539.19** must be submitted electronically to GSA Finance and a copy of the invoice submitted to the Contracting Officer at:

General Services Administration
7771 W. Oakland Park Boulevard, Suite 119,
Sunrise, FL 33351-6737

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.



For an invoice to be considered proper, it must:

- a. Be received after the acceptance of the work by the General Services Administration.
- b. Include an invoice date, a unique, vendor-supplied invoice number AND GSA Supplied PS Number.
- c. Indicate the exact payment amount requested.
- d. Specify the payee's name and address.
- e. The payee's name and address must EXACTLY match the Lessor's name and address listed above.
- f. Include the Lease contract number, building address, and a description of the work provided, price, and quality of the item(s) delivered.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice.

- I. The Lessor hereby waives restoration as a result of improvements.

The remainder of this page was left blank intentionally.

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