

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3 (V2)
	TO LEASE NO. LFL62486
ADDRESS OF PREMISES 701 SAN MARCO, SUITE 7 WEST JACKSONVILLE, FL 32207-9998	PDN Number:

**THIS AGREEMENT**, made and entered into this date by and between  
 THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

whose address is: 213 WASHINGTON STREET, LOBBY  
 NEWARK, NJ 07102-2917

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 Issue the Notice to Proceed (NTP) for tenant Improvements.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 12, 2014 as follows:

1). This Lease Amendment (LA) No. 3 is your **Notice to Proceed (NTP)** to furnish and install Tenant Improvements as required and outlined in Lease No. LFL62486. The total cost for the Tenant Improvement is **\$339,472.35** pursuant to attached Exhibit "A" and Exhibit "C".

1A). [Redacted] Tenant Improvement Allowance and/or Overage;  
 The [Redacted] is allowed a total TIA of **\$226,671.88**. To date based on the TICS dated December 20, 2013 [Redacted] TIA amount is **\$217,262.30**. [Redacted] has a remaining TIA balance available of **\$9,409.58** to be used if deemed necessary at a later date.

1B). [Redacted] Tenant Improvement Allowance and/or Overage;  
 The [Redacted] is allowed a total TIA of **\$115,830.83**. To date based on the TICS dated December 20, 2013 [Redacted] TIA amount is **\$122,210.05**. [Redacted] has a TIA overage in the amount of **\$6,379.22**. This overage will be funded by a lump sum reimbursable payment upon completion and acceptance by the Government.

*GMMG (NTP)*

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:**  
 Signature: [Redacted]  
 Name: [Redacted]  
 Title: VICED PRESIDENT, COMMERCIAL REAL ESTATE  
 Entity Name: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA  
 Date: 3/12/2014

**FOR THE GOVERNMENT:**  
 Signature: [Redacted]  
 Name: [Redacted]  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
 Date: 3/13/14

**WITNESSE:**  
 Signature: [Redacted]  
 Name: DIANE M. STON  
 Title: DIRECTOR CRE  
 Date: 3/12/14

1C). Tenant Improvement Allowance included in the rent;

The amount of \$333,093.14 [redacted] of \$217,262.31 + [redacted]-TI of \$115,830.83) will be amortized into the rent at 6.5% per annum for the remaining balance of the firm term estimated to be 46 (forty-six) months. The 46 months was calculated using an estimated effective date of (1 September, 2014). The actual effective date will be established by issuance of a subsequent LA, and the rent schedule be adjusted as needed.

2). The Government hereby orders the Balance of \$6,379.22. Upon completion, inspection and acceptance of the Tenant Improvements, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$6,379.22, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with copy to the Contracting Officer) electronically on the Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

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

US General Services Administration  
ATTN: Millie Lemus-Toro,  
400 W. Bay Street  
Suite 67  
Jacksonville, FL 32202

A proper invoice must include the following:

- Invoice date
- Unique invoice number
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and a description, price and quantity of the items delivered
- GSA PDN # \_\_\_\_\_

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it. The Lessor hereby waives restoration as a result of all improvements.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

Attachments;

Exhibit "A" TICS December 20, 2013

Exhibit "B" Rent Table

Exhibit "C" Tenant Improvement Allowance by Agency - Table

INITIALS: GMG  
LESSOR

&

MT  
GOVT