

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-04P-LFL60004
ADDRESS OF PREMISES: CITADEL I, 5850 T. G. LEE BOULEVARD, ORLANDO, FL 32822-4411	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Citadel I Limited Partnership**

whose address is: **5850 T G Lee Blvd,
Orlando, FL 32822-4411**

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

WHEREAS, the parties hereto desire to amend the above Lease. .

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 April 1, 2015 as follows:

The purpose of this Lease Amendment is to commence the rent.

A. Paragraph "Lease Term" is hereby amended as follows:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon April 1, 2015 and continuing for a period of Ten (10) years, Five (5) Years Firm through March 31, 2025, subject to termination and renewal rights as may be hereinafter set forth.

B. Paragraph "1.01 The Premises," Sub-Paragraph "A. Office and Related Space" is hereby amended as follows:

"**32,509** rentable square feet (RSF), yielding **28,020** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st, 3rd, 4th and 6th** floor(s) and known as Suite(s) **150, 320, 440 and 600**, of the Building known as Citadel I, as depicted on the floor plan(s) attached hereto as Exhibit A."

C. Paragraph "1.01 The Premises," Sub-Paragraph "B. Common Area Factor" is hereby amended as follows:

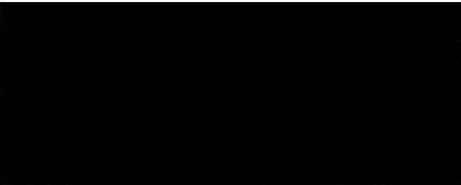
"The Common Area Factor (CAF) is established as **1.16** (Rounded). This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments


This Lease Amendment contains 2 pages.

All other terms and conditions of the Lease shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have hereunto set their hands and names as of the below date.

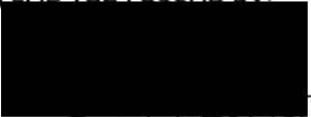
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Mark A. Gensheimer, President
Title: Citadel I, Inc., General Partner
Entity Name: Citadel I Limited Partnership
Date: 7/6/15

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/10/2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: [Redacted]
Title: SENIOR VICE PRESIDENT
Date: 7/6/15

in accordance with the Payment Clause of the General Clauses.”

D. Paragraph “1.03 Rent and other Considerations,” Sub-Paragraph A is hereby amended as follows:

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

Firm Term 4/1/2015 – 3/31/2020	Block A	Block B	Total
ANSI-BOMA USF	24,672	3,348	28,020
RSF	28,625	3,884	32,509
¹ Shell	\$375,846.25	\$50,996.92	\$426,843.17
² Op	\$253,903.75	\$34,451.08	\$288,354.83
Annual	\$629,750.00	\$85,448.00	\$715,198.00
Non-Firm Term 4/1/2020 – 3/31/2025	Block A	Block B	Total
ANSI-BOMA USF	24,672	3,348	28,020
RSF	28,625	3,884	32,509
¹ Shell	\$375,846.25	\$50,996.92	\$426,843.17
² Op	\$253,903.75	\$34,451.08	\$288,354.83
Annual	\$629,750.00	\$85,448.00	\$715,198.00

¹Shell rent calculation:

(Firm and Non-Firm Term 4/1/2015 – 4/30/2025) \$13.13 per RSF multiplied by 32,509 RSF

²Operating Costs rent calculation:

(Firm and Non-Firm Term 4/1/2015 – 4/30/2025) \$8.87 per RSF multiplied by 32,509 RSF. Operating rent is inclusive of CPI through 2015.

E. Paragraph 1.11 “Percentage of Occupancy for Tax Adjustment” is hereby amended as follows:

“The Government’s Percentage of Occupancy, as defined in the “Real Estate Tax Adjustment” paragraph of the Lease is 23.8 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 32,509 RSF by the total Building space of 136,625 RSF.”

F. The Lessor is required to complete the work identified in Section 1.17 “Building Improvements” of the SFO. The Lessor agrees to have the work completed and verified through inspection by GSA on or before July 1, 2016 subject to delay caused by the Government or Force Majeure provided there is a notice to proceed for the T/I work to start no later than October 1, 2015.

G. 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 lease amendments, the terms and conditions of this Agreement shall control and govern.

INITIALS:

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LESSOR

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GOV'T