

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>1</b>	TO LEASE NO. <b>GS-04B-62031</b>	DATE <b>1-29-13</b>	PAGE <b>1 of 2</b>
--	-------------------------------------	------------------------	-----------------------

ADDRESS OF PREMISES 2nd floor at 3200 Building Midtown Centre, 1851 Executive Center Drive in Jacksonville (Duval County), Florida 32207-2365

**THIS AGREEMENT**, made and entered into this date by and between **MIDTOWN CENTRE LLC**

whose address is 3947 Boulevard Center Drive, Suite 5, Jacksonville, FL 32207-2833

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2012 to activate the new lease resulting in a 10 year lease with a 5 year, 6 month firm term, paragraphs 3, 4 and 20 have been deleted and replaced as follows:

**3. RENTAL RATES:**

A. The Government shall pay the Lessor annual rent for the entire term, payable monthly in arrears, at the following rates (Rates may be rounded):

<b>Months 1 - 6 (Firm Term): December 1, 2012 – May 31, 2013</b>						
Annual Shell Rate	Annual OPER Rate	Annual Amortized TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$42,839.74	\$18,500.88	\$0.00	\$13.00	\$14.96	\$61,340.62	\$5,111.72
<b>Months 7 - 60 (Firm Term): June 1, 2013 – November 30, 2017</b>						
Annual Shell Rate	Annual OPER Rate	Annual Amortized TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$56,677.76	\$24,477.00	\$46,304.82	\$20.42	\$22.84	\$127,459.58	\$10,621.63
<b>Months 61 - 66 (Firm Term): December 1, 2017 – May 31, 2018</b>						
Annual Shell Rate	Annual OPER Rate	Annual Amortized TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$81,637.00	24,477.00	\$46,304.82	\$24.42	\$27.32	\$152,418.82	\$12,701.57
<b>Months 67 - 120: June 1, 2018 – November 30, 2022</b>						
Annual Shell Rate	Annual OPER Rate	Annual Amortized TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$81,637.00	\$24,477.00	\$0.00	\$17.00	\$19.02	\$106,114.00	\$8,842.83

- **Months 1 – 6:** The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage 4,718. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF 4,100.
- **Months 7 – 120:** The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage 6,242. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF 5,580.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Midtown Centre LLC  
3947 Boulevard Center Drive, Suite 5  
Jacksonville, FL 32207-2833

Continued on Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>LESSOR MIDTOWN CENTRE LLC</b>	
SIGNATURE 	NAME OF SIGNER <b>DESIREE M. DIXON</b>
ADDRESS <b>3947 BOULEVARD CENTER DR JACKSONVILLE FL 32207</b>	
<b>IN PRESENCE OF</b>	
SIGNATURE 	NAME OF SIGNER <b>JOHN. D FISH</b>
ADDRESS <b>SAME AS ABOVE</b>	
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER <b>Robert Van der Voort</b>
	OFFICIAL TITLE OF SIGNER <b>Contracting Officer</b>

**4. TERMINATION NOTICE:**

The Government may terminate this lease [in whole or in part] at any time on or after 6/1/2018, by giving the Lessor at least one hundred and twenty (120) days' notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. **\*Note: Regarding Months 7-120, these dates are subject to change depending upon the commencement and the completion, inspection and acceptance by GSA of the Tenant Improvement work.**

**20. BROKER COMMISSION AND COMMISSION CREDIT**

In accordance with SFO 9FL2349, Paragraph 2.3, "Broker Commission and Commission Credit", Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). 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. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] or [REDACTED] of the Commission, will be payable to Jones Lang LaSalle. The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall 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 period practical.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment of \$10,621.63 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$10,621.63 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

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 this 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.

End of Document

INITIALS: DLJ LESSOR  
RIV GOV'T