

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 3</b>  <b>TO LEASE NO. GS-04B-61200</b>
<b>ADDRESS OF PREMISES</b>  914 Noble Street, Anniston, AL 36201-5628	<b>PDN Number: N/A</b>

**THIS AMENDMENT** is made and entered into between **THE PAVILION LLC**

whose address is: 914 Noble Street, Anniston, AL 36201-5628

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 October 23, 2012 as follows:

Paragraphs 3, 5, 8 and 18 are hereby deleted and the following substituted therefore:

**Paragraph 3.** The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows. The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1.

Paragraph 3, rent table, continued on the next page.

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:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GSA, Public Buildings Service,

Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Rent Table:

Block/Term	ABOASF	RSF	No. of Parking	Annual Shell	Shell Rate PRSF	Annual Operating	Operating Rate PRSF	Annual TI	TI Rate PRSF	Annual Rent	Rate PRSF
Block A 6/15/2011- 10/22/2012	1,521	1,648	0	\$21,629.42	\$13.12	\$8,137.66	\$4.94	\$0.00	\$0.00	\$29,767.08	\$18.06
Block B 6/15/2011- 10/22/2012	7,707	8,352	2	\$109,616.99	\$13.12	\$41,241.34	\$4.94	\$0.00	\$0.00	\$150,858.33	\$18.06
<b>Composite Rate</b>	<b>9,228</b>	<b>10,000</b>	<b>2</b>	<b>\$131,246.41</b>	<b>\$13.12</b>	<b>\$49,379.00</b>	<b>\$4.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$180,625.41</b>	<b>\$18.06</b>

Block/Term	ABOASF	RSF	No. of Parking	Annual Shell	Shell Rate PRSF	Annual Operating	Operating Rate PRSF	Annual TI	TI Rate PRSF	Annual Rent	Rate PRSF
Block A 10/23/2012- 10/22/2017	1,521	1,648	0	\$21,829.42	\$13.12	\$8,137.66	\$4.94	\$3,174.97	\$1.93	\$32,942.05	\$19.99
Block B 10/23/2012- 10/22/2017	7,707	8,352	2	\$109,616.99	\$13.12	\$41,241.34	\$4.94	\$8,464.63	\$1.01	\$159,322.96	\$19.07
<b>Composite Rate</b>	<b>9,228</b>	<b>10,000</b>	<b>2</b>	<b>\$131,246.41</b>	<b>\$13.12</b>	<b>\$49,379.00</b>	<b>\$4.94</b>	<b>\$11,639.60</b>	<b>\$1.16</b>	<b>\$192,265.01</b>	<b>\$19.22</b>

Block/Term	ABOASF	RSF	No. of Parking	Annual Shell	Shell Rate PRSF	Annual Operating	Operating Rate PRSF	Annual TI	TI Rate PRSF	Annual Rent	Rate PRSF
Block A 10/23/2017- 8/14/2021	1,521	1,648	0	\$21,629.42	\$13.12	\$8,137.66	\$4.94	\$0.00	\$0.00	\$29,767.08	\$18.06
Block B 10/23/2017- 6/14/2021	7,707	8,352	2	\$109,616.99	\$13.12	\$41,241.34	\$4.94	\$0.00	\$0.00	\$150,858.33	\$18.06
<b>Composite Rate</b>	<b>9,228</b>	<b>10,000</b>	<b>2</b>	<b>\$131,246.41</b>	<b>\$13.12</b>	<b>\$49,379.00</b>	<b>\$4.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$180,625.41</b>	<b>\$18.06</b>

**Paragraph 5.** The Government may terminate this lease [in whole or in part] at any time on or after October 23, 2017, by giving the Lessor at least ninety (90) 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.

**Paragraph 8.** Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the actual Tenant Improvement Allowance for Block A is \$13,361.87 amortized over 60 months at 7.00% yielding an annual cost of \$3,174.97 at the rate of \$ 2.0874 per ABOASF (\$1.93 per RSF), and is included in the annual rent payment identified in Paragraph 3 above. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the actual Tenant Improvement Allowance for Block B is \$35,623.37 amortized over 60 months at 7.00% yielding an annual cost of \$8,464.63 at the rate of \$ 1.0983 per ABOASF (\$1.01 per RSF), and is included in the annual rent payment identified in Paragraph 3 of this lease.

**Paragraph 18.** In accordance with the SOLICITATION FOR OFFERS 9AL2097, Paragraph 2.3, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease and the separate commission agreement executed by both parties. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty

INITIALS:

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LESSOR

*JD*  
GOVT

percent (50%) is payable at occupancy. The first commission payment was made to the Broker in the amount of [REDACTED] which leaves a remaining balance of [REDACTED] to be paid at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, 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 \$15,052.12 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$15,052.12 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

\*Note: The commission credit applied to rent payments was [REDACTED], per Lease No. GS-04B-61200; the actual commission credit, per LA No. 3 is [REDACTED], leaving a balance of [REDACTED] that shall be applied to future rent.

All other terms and conditions of the Lease shall remain in force and effect.

END OF DOCUMENT

INITIALS:

HR  
LESSOR

&

SD  
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