

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS-04B- 50066**

ADDRESS OF PREMISES 63 Aliant Parkway, Alexander City, AL 35011-3446

THIS AGREEMENT, made and entered into this date by and between Alex City SSA LLC

whose address is 2600 Chandler Drive, Bowling Green, KY 42104-6201

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 establish beneficial occupancy and add change orders. Paragraphs 1, 2, 3 are deleted in their entirety and the following substituted therefore. Additionally Para. 4 and 10 are modified as shown below and the Notice to Proceed is added.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 7/1/2012, as follows:

1. The Lessor hereby leases to the Government the following described premises: A total of 8,191 rentable square feet (RSF), consisting of 7,174 ANSI/BOMA Office Area square feet of space in an existing building of office and related space located on the entire first floor of a one story building, at 63 Aliant Parkway, Alexander City, AL 35011-3446 in Tallapoosa County with 36 surface parking space (parking at no additional cost) to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2012 through June 30, 2022 subject to termination and renewal rights as may be hereafter set forth.
3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

	YEARS 1-5	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$102,392.58	\$147,028.45
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$60,935.96	\$ 0
OPERATING COSTS <sup>3</sup>	\$49,146.00	\$49,146.00
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$ ZERO	\$ ZERO
PARKING <sup>5</sup>	\$ ZERO	\$ ZERO
<b>TOTAL ANNUAL RENT</b>	<b>\$ 212,474.54 (\$25.94 RSF)</b>	<b>\$196,174.45 (\$23.95 RSF)</b>

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 

Name: David Chandler

Title: *MANAGER*

Entity Name: *ALEX CITY SSA LLC*

Date: *6-22-12*

FOR THE GOVERNMENT

Signature: 

Name: Robert Scott

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: *07/21/2012*

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: Dennis Embury

Title: *Manager*

Date: *8/23/12*

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Paragraph 3 continued –

<sup>1</sup>Shell rent (Firm Term) calculation: \$12.50 per RSF multiplied by 8,191 RSF - Shell costs for years 6-10 calculation: \$17.95 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$262,662.24 is amortized at a rate of 6 percent per annum over 5 years or \$7.44 RSF.

<sup>3</sup>Operating Costs rent calculation: \$6.00 per RSF multiplied by 8,191 RSF for years 1-10.

<sup>4</sup>Building Specific Security Costs of \$ZERO are amortized at a rate of N/A percent per annum over N/A years –

<sup>5</sup>Parking costs are zero.

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

Paragraph 4 is modified to reflect: The Government may terminate this lease at any time on or after the firm term by giving at least 60 days notice in writing.

This Lease Agreement (LA) No. 2 has also been prepared to issue acceptance and Notice to Proceed of the Lessor's proposal, indicated in Exhibit "1" included in this LA by reference in the total amount of \$31,549.82, for the following Tenant Improvements. The bid has been received and the cost has been determined to be fair and reasonable. Any additional expenditures made but not first authorized by a General Services Administration Contracting Officer in writing will be made at the Lessor's risk. Payment will be due only for items which are listed in the Scope of Work, Exhibit "1".

Paragraph 10 of the lease reflects the tenant improvements (T/I) as \$262,662.24 leaving a balance of \$447.11 in LA 1 In T/I funds. Therefore, \$31,549.82 minus \$447.11 = \$ 31,102.71 is the amount to be paid via lump sum as follows: The Lessor will be issued a lump sum payment in the amount of \$ 31,102.71 upon completion, inspection and acceptance of the Scope of Work by the Government. Payment is predicated on receipt of this signed LA and a certified invoice at the time of work completion. All invoices shall be sent to: U. S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, TX 76102-0181 or [www.finance.gsa.gov](http://www.finance.gsa.gov).

Payment will be made electronically through the finance website. 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 the 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](mailto:FW-Paymentsearch.finance@gsa.gov).

The original invoice must be submitted directly to the GSA Finance Office at 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:

General Services Administration  
Public Buildings Service  
Broker Branch - Realty Services Division  
Attn: Robert Scott – Contracting Officer  
77 Forsyth St.,  
Suite 500  
Atlanta, GA 30303

Initials:

  
Lessor

  
Govt.



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A proper invoice must include the following:

- Invoice date
- 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 of restoration for all areas affected by this alteration.

Paragraph 15 is deleted and replaced as follows:

The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] for the 60 months of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. 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. Notwithstanding, Section C. RENTAL of the lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The rental rates established in Section C. RENTAL are based on shell rate of \$12.50 PRSF. 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 \$17,706.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Second Month's Rental Payment \$17,706.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
- Third Month's Rental Payment \$17,706.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.
- Fourth Month's Rental Payment \$17,706.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

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 LA 2\*\*\*\*\*

Initials:

DL  
Lessor

[Signature]  
Govt.