

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LGA60327 BLDG NO. GA2092ZZ
ADDRESS OF PREMISES Augusta Riverfront One 10 th Street, Suite 630 Augusta, GA 30901	

THIS AMENDMENT is made and entered into between **Augusta Riverfront, LLC**, hereinafter called the Lessor, whose address is: **One 10th Street
Augusta, GA 30901-0100**

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the beneficial occupancy date; rental rates; and tenant improvement allowance amortization.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **December 1, 2015** as follows:

A. Page 1 – Lease (paragraph) as set forth in the Succeeding/Superseding Lease GSA Form L202 (Sept 2013) is hereby deleted and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten **(10)** years, five **(5)** year firm term, years beginning **December 1, 2015** through **November 30, 2025**, subject to termination and renewal rights as may be hereafter set forth.

B. Paragraph 1.01, B. Common Area Factor

The Common Area Factor (CAF) is established as **1.15** percent. This factor, which represents the conversion from ABOA to rentable square feet (**CAF = 1.149857836**), rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR:

Signature: _____
Name: _____
Title: AS ITS MANAGER
Entity Name: AUGUSTA RIVERFRONT, LLC
Date: 10/14/15

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10.15.2015

WITNESSED FOR:

Signature: _____
Name: _____
Title: BROKER
Date: 10/14/15

C. RENTAL CONSIDERATION

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364-C and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease as set forth in the following Rent Table.

RENT TABLE – 6,875 RSF / 5,979 ABOASF

	FIRM TERM	12/1/2015 - 11/30/2020	12/1/2015 – 11/30/2020	NON FIRM TERM	12/1/2020 – 11/30/2025	12/1/2020 – 11/30/2025
	ANNUAL RENT	RATE PER RSF	RATE PER ABOASF	ANNUAL RENT	RATE PER RSF	RATE PER ABOASF
SHELL RENT ¹	\$113,575.00	\$16.52	\$19.00	\$116,875.00	\$17.00	\$19.55
OPERATING COSTS ²	\$36,368.75	\$5.29	\$6.08	\$36,368.75	\$5.29	\$6.08
TENANT IMPROVEMENTS RENT ³	\$14,924.15	\$2.17	\$2.49	\$0.00	\$0	\$0
TOTAL ANNUAL RENT	\$164,867.90	\$23.98	\$27.57	\$153,243.75	\$22.29	\$25.63

¹ Shell rent calculation:

(Firm Term) \$16.52 per RSF multiplied by 6,875 RSF

(Non Firm Term) \$17.00 per RSF multiplied by 6,875 RSF

² Operating Costs rent calculation: \$5.29 per RSF multiplied by 6,875 RSF – Op Cost per SF is rounded.

³ Tenant Improvements Allowance of \$64,330.00 is amortized at a rate of 6% per annum over sixty (60) months = \$14,924.15 per annum = \$2.1708 per RSF multiplied by 6,875 RSF rounded.

Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all taxes of any kind, and all operating costs. Rights to sixteen (16) reserved surface parking spaces for Official Government vehicles are included in the Shell Rent. Base Rent shall not be adjusted for changes in Taxes or Operating Costs. Shell Rent shall not be adjusted for changes in taxes or operating costs. Operating Costs shall be adjusted beginning with the second year in accordance with Section 2.09, Operating Cost Adjustments (JUN 2013) of the Lease.

D. 1.12 REAL ESTATE TAX BASE (SEP 2013) Paragraph 1.12 is hereby amended as follows:

The 2014 Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$194,928.00** for the entire building. The 2014 Real Estate Tax Base for the lease premises is **\$9,122.00**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease, is **4.68% percent** based upon **6,875 RSF** and **Total Building Area of 146,910 square feet**. Percentage of Occupancy is subject to revision based on actual measurement of Government occupied space at time of inspection, not to exceed the maximum ANSI BOMA usable square footage stated in the Request for Lease Proposal (RLP) 4GA0216, and in accordance with GSA Form 3517, GENERAL CLAUSES.

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

ATTACHMENT: Exhibit A – GSA Form 1364C

INITIALS:  LESSOR & _____ GOVT