

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04P-LGA62679
LEASE AMENDMENT	
ADDRESS OF PREMISES 1890 Fletcher Road Tifton, GA 31794-9532	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between Allen H. Giddens

whose address is:



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

**WHEREAS**, the parties hereto desire to amend the above Lease, effective October 1, 2015.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to accept the Tenant Improvements made to the Premises and to establish the start date, final rent table, and finalize economic terms of the Lease at 1890 Fletcher Road, Tifton, GA 31794-9532.

- I. The Tenant Improvements have been reviewed and found to be substantially complete as of October 1, 2015 which will serve as the rent start date. Lessor shall complete the Punch List items (attached hereto) no later than September 30, 2015.
- II. In accordance with Lease Paragraphs 1.03.C and 1.09, the final amount of Tenant Improvement Allowance is hereby established as \$129,614.98; therefore, the rent table established in Paragraph 1.03.A. of the Lease is hereby deleted and replaced as follows:

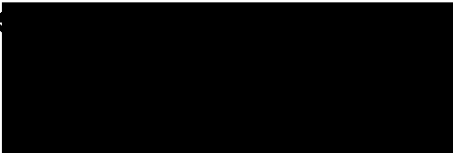
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This Lease Amendment contains 4 pages.

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:



Signature:

Name:

Title:

Entity Name:

Date:

*Owner*  
*Allen H. Giddens*  
*10/2/15*

FOR THE GOVERNMENT:



Signature:

Name:

Title:

GSA, Public Buildings Service

Date:

*Dion D. Reid*  
*Lease Contracting Officer*  
*10/2/15*

WITNESSED:



Signature:

Name:

Title:

Date:

*Individual*  
*10/2/15*

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

	FIRM TERM 10/1/2015 - 9/30/2020	FIRM TERM 10/1/2020 - 9/30/2025	NON-FIRM TERM 10/1/2025 - 9/30/2030
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$60,988.95	\$70,072.65	\$80,576.76
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$18,871.05	\$18,871.05	\$0.00
OPERATING COSTS <sup>3</sup>	\$33,000.00	\$33,000.00	\$33,000.00
PARKING <sup>4</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$112,860.00</b>	<b>\$121,943.70</b>	<b>\$113,576.76</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term 10/1/2015 – 9/30/2020) \$10.16 per RSF multiplied by 6,000 RSF  
 (Firm Term 10/1/2020 – 9/30/2025) \$11.68 per RSF multiplied by 6,000 RSF  
 (Non-firm Term 10/1/2025 – 9/30/2030) \$13.43 per RSF multiplied by 6,000 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$129,614.98 is amortized at a rate of 8.0 percent per annum over 10 years.  
<sup>3</sup>Operating Costs rent calculation: \$5.50 per RSF multiplied by 6,000 RSF  
<sup>4</sup>Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term."

III. Paragraph 1.04 of the Lease is hereby restated as follows:

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**



- A. **Studley, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. 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. Only [REDACTED] of the Commission will be payable to **Studley, Inc.** with the remaining [REDACTED], which is the Commission Credit, to 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 time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

- Month 1 Rental Payment \$9,405.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*
  - Month 2 Rental Payment \$9,405.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*
  - Month 3 Rental Payment \$9,405.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*
  - Month 4 Rental Payment \$9,405.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.\*
  - Month 5 Rental Payment \$9,405.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.\*
- \* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

IV. Paragraph 1.13 of the Lease is hereby deleted in its entirety and replaced as follows:

**"1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

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 100% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 6,000 RSF by the total Building space of 6,000 RSF."

INITIALS:  LESSOR &  GOVT

- V. The Lessor waives all restoration rights.
- VI. In accordance with Paragraph I of Lease Amendment No. 1, \$140,344.11 of the Notice to Proceed amount shall be paid to Lessor via lump sum upon receipt of an invoice submitted using the invoice instructions below:

The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at <https://finance3.gsa.gov> and follow the directions for invoice submittal.

Accept the PII notice.  
Click on "Click here to Login".  
Accept the PII notice.

Enter your User Name and Password and click "login." NOTE: DO NOT USE THE ENTER KEY. USE THE MOUSE TO CLICK ON "LOGIN". Please note that using "cut and paste" may not work. You may need to type your password. It is not case sensitive.

- ✓ Select "submit invoice".
- ✓ Select "All POs".
- ✓ Find the ACT# or PDN# you are invoicing against and select it.
- ✓ A form will appear that you fill in with your invoice information.
- ✓ Note: if you are resubmitting a rejected invoice, add an "R" or an "A" to the number. The system will not let you use an invoice number you have used previously.
- ✓ Fill in the information requested. All fields marked with an asterisk (\*) are required fields. PLEASE NOTE: ORDERS BEGINNING WITH "1B" ARE REQUIRED TO ENTER "BEGIN DATE" AND "END DATE".
- ✓ When complete, click "continue." If you have made any errors, you will receive an error message. (Worth noting: invoice numbers.
  - should contain no dashes or spaces, dates are in mm/dd/yyyy format, money amounts have no \$ signs or commas, only a
  - decimal point.) Correct the error and click "continue" again.
  - You will have an opportunity to upload any backup material as one attachment after clicking "submit" on the *next* screen. Note: File name should be 8 characters + extension only, please do not use special characters such as ~!@#\$\$%^&\*()+{ }| | ; '<> , . ? or spaces. Attachments cannot be over 4 to 5 megabytes in size.
- ✓ If you have questions please e-mail [FW-PaymentSearch.finance@gsa.gov](mailto:FW-PaymentSearch.finance@gsa.gov)

If you have any difficulty, please contact the Contracting Officer.

A proper invoice must include:

An invoice number provided by the Contracting Officer. Please include this number: **PS0032092**  
Name of your Business Concern and Invoice Date  
Lease Contract No., Lease Amendment No. 1, and Building Location  
Description and Price of items in conformance with this Lease Amendment.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

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INITIALS:

  
LESSOR

&

  
GOVT