

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-04P-LGA62679
	ADDRESS OF PREMISES 1890 Fletcher Road Tifton, GA 31794-9532

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

whose address is: [REDACTED]

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: adjust the space allocation for the wareyard portion of the Premises; and, finalize the rent table including modifying the operating expenses in the Lease to include \$800.00 per annum for the cost of 24/7 operation of items installed during construction of the Premises at 1890 Fletcher Road, Tifton, GA 31794-9532.

I. Paragraph 1.01.A. of the Lease is hereby deleted in its entirety and replaced with the following:

"A. Office and Related Space: 3,000 rentable square feet (RSF), yielding 2,934 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor(s) and known as Suite(s) 100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

Warehouse: 3,000 rentable square feet (RSF), yielding 3,000 ANSI/BOMA Industrial Building Area (ABIBA) square feet (SF) of warehouse Space located on the first floor(s) and known as Suite(s) 100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

Wareyard: The Government shall have use of the parking area and fenced wareyard area on the property including the boat shed installed as part of the TI, free of charge for the duration of the Lease Term and any extensions.

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: [REDACTED]

Signature: [REDACTED]

Name: Allen Giddens

Name: Dion D. Reid

Title: Owner

Title: Lease Contracting Officer

Entity Name: Allen Giddens

GSA, Public Buildings Service

Date: 10/16/15

Date: 10/28/15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: [REDACTED]

Title: Individual

Date: 10-16-15

II. Paragraph 1.18 of the Lease is hereby deleted in its entirety and replaced with: **"INTENTIONALLY DELETED"**

III. The following is hereby added to Paragraph 6.05 of the Lease:

"G. ~70 ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room, and running the 24-hour uninterrupted back up battery charging with switch and jumper block. The temperature of this room shall be maintained between 68-72 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

IV. The following is hereby added to Section 7 of the Lease:

"7.06 OPERATING CHARGES FOR AGENCY INSTALLED BATTERY CHARGING STATIONS

The cost of operating the Agency installed battery charging stations in the warehouse area of the Premises has been included in the operating rent in the rent table of the Lease."

V. Paragraph 1.03.A of the Lease (as amended by Lease Amendment No. 2) is hereby deleted and replaced as follows:

"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 ¹	\$60,960.00	\$70,080.00	\$80,580.00
TENANT IMPROVEMENTS RENT ²	\$18,871.05	\$18,871.05	\$0.00
OPERATING COSTS ³	\$33,800.00	\$33,800.00	\$33,800.00
PARKING ⁴	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$113,631.05	\$122,751.05	\$114,380.00

¹Shell 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

²The Tenant Improvement Allowance of \$129,614.98 is amortized at a rate of 8.0 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.63 per RSF multiplied by 6,000 RSF

⁴Parking costs described under sub-paragraph H below

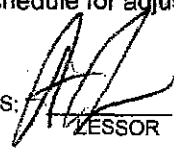
In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including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

VI. Paragraph 1.04 of the Lease is hereby deleted and replaced 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:

INITIALS:  LESSOR &  GOVT

Month 1 Rental Payment \$9,469.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
Month 2 Rental Payment \$9,469.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*
Month 3 Rental Payment \$9,469.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*
Month 4 Rental Payment \$9,469.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*
Month 5 Rental Payment \$9,469.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*
* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

VII. Paragraph 1.15 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.63 per RSF (\$33,800.00/annum)."

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INITIALS:  & 
LESSOR GOVT