

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LNC62564
ADDRESS OF PREMISES 500 West Street Spindale, North Carolina 28160-1360	PDN Number:

THIS AMENDMENT is made and entered into between **Rutherford Commercial LLC**

whose address is: 408 Charlotte Road, Rutherfordton, North Carolina 28139-2918
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 the date of occupancy and accept tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended:

Effective September 1, 2015

Paragraph entitled "lease term" on page one of the lease is hereby deleted and the following is inserted in lieu thereof:

"TO HAVE AND TO HOLD the said premises with its appurtenances for the term beginning August 28, 2015 through August 27, 2025 subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 1.01 A of the lease is hereby deleted and the following is inserted in lieu thereof:

"Office and Related Space: The Lessor hereby leases to the Government a total of 4,809 rentable square feet (RSF) of office and related space, yielding 4,008 ANSI/BOMA office area square feet (ABOASF) of space and twenty (20) onsite parking spaces. The [redacted] occupies 2,318 RSF yielding 1,932 ANSI/BOMA office area square feet (ABOASF) and 16 parking spaces and [redacted] occupies 2,491 RSF yielding 2,076 ANSI/BOMA office area square feet (ABOASF) and 4 reserved parking spaces."

This Lease Amendment contains 2 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]
Name: [redacted]
Title: MANAGING MEMBER
Entity Name: RUTHERFORD COMMERCIAL LLC
Date: 9/15/15

Signature: [redacted]
Name: [redacted]
Title: Lease Contracting Officer
Date: GSA, Public Buildings Service, 9/15/2015

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: DEBORAH BOISJOURN
Title: _____
Date: 9/15/15

Paragraph 1.03 A of the lease is hereby deleted and the following is inserted in lieu thereof:

TERM	RSF	SHELL RENT	OPERATING RENT*	TENANT IMPROVEMENTS*	PARKING	ANNUAL RENT	PRSF RATE	PUSF RATE
8/28/2015 - 8/27/2020 █	2,318	\$40,379.56	\$16,805.50	\$17,809.29	0	\$74,994.35	\$32.35	\$38.82
8/28/2015 - 8/27/2020 █	2,491	\$43,393.22	\$18,059.75	\$19,062.75	0	\$80,515.72	\$32.32	\$38.78
Total	4,809	83,772.78	\$34,865.25	\$36,872.04	\$0	\$155,510.07	\$32.34	\$38.80

TERM	RSF	SHELL RENT	OPERATING RENT*	TENANT IMPROVEMENTS	PARKING	ANNUAL RENT	PRSF RATE	PUSF RATE
8/28/2020 - 8/27/2025 █	2,318	\$50,810.56	\$16,805.50	0	0	\$67,616.06	\$29.17	\$35.00
8/28/2020- 8/27/2025 █	2,491	\$54,602.72	\$18,059.75	0	0	\$72,662.47	\$29.17	\$35.00
Total	4,809	\$105,413.28	\$34,865.25	0	\$0	\$140,278.53	\$29.17	\$35.00

* The tenant improvements amounted to a total of \$155,176.00 amortized at 7% over 60 months. █ was responsible for \$80,225.61 of the tenant improvements and █ was responsible for \$74,950.39 of the tenant improvements before amortization)

** BCOS remains at \$7.25prsf

*** CAF is 1.198503

**** Firm term shell PRSF is \$17.42prsf multiplied by 4,809rsf. Non-firm term shell PRSF is \$21.92 multiplied by 4,809rsf. All PRSF and PUSF rates on the above breakout are rounded

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

INITIALS: KB & 01
LESSOR & GOV'T