

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-04B-62335
LEASE AMENDMENT	
ADDRESS OF PREMISES 220 Carl Vinson Parkway, Warner Robins, GA 31088-5832	PDN Number:

THIS AMENDMENT is made and entered into between Vaughn Swanson 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 contract to modify the annual rent and Broker Commission and Commission Credit. NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 10, 2013 as follows:

Paragraph 3 of the lease is hereby deleted in its entirety and replaced as follows:

3. **RENTAL RATES:** The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows.

TERM	ANNUAL SHELL RENT	ANNUAL OPERATING RENT (exclusive of annual CPI escalations)	ANNUAL TI RENT	PRSF RATE	ABOASF RATE	TOTAL ANNUAL RENT	TOTAL MONTHLY RENT
6/10/2012 - 4/9/2013	\$131,162.59 \$12.75 prsf	\$52,479.00 \$5.10 prsf	\$0.00 \$0.00	\$17.85	\$19.06	\$183,641.59	\$15,303.47
* 6/10/12 4/10/2013 - 6/9/2022	\$131,162.59 \$12.75 prsf	\$52,479.00 \$5.10 prsf	\$37,174.97 \$3.61 prsf	\$21.46	\$22.92	\$220,816.56	\$18,401.38
6/10/2022 - 4/9/2023	\$144,883.20 \$14.08 prsf	\$52,479.00 \$5.10 prsf	\$37,174.97 \$3.61 prsf	\$22.79	\$24.34	\$234,537.17	\$19,544.76
4/9/2023 - 6/9/2027	\$144,883.20 \$14.08 prsf	\$52,479.00 \$5.10 prsf	\$0.00 \$0.00	\$19.18	\$20.49	\$197,362.20	\$16,446.85

* Note: Establishes the correct TI per RSF. The tenant improvement was overpaid by \$.95 for the first 10 months of the lease which will be reconciled by future payment withhold(s). The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage 10,290. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by 9,634. * Per an ink change made to reflect actual TI Term as it appears in REXUS and on OA.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Vaughn Swanson
[REDACTED]

This Lease Amendment contains 3 pages.

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

FOR THE LESSOR:

Signature: Vaughn D Swanson
 Name: VAUGHN D SWANSON
 Title: OWNER
 Entity Name: VAUGHN D Swanson Properties
 Date: 6-19-2013

FOR THE GOVERNMENT:

Signature: [Signature]
 Name: Sion D. Reid
 Title: Lease Contracting Officer
 GSA: Public Buildings Service
 Date: 6-20-13

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
 Name: Twyla Tharp
 Title: Fiancee
 Date: 6-19-2013

Paragraph 4 of the lease is hereby deleted in its entirety and replaced as follows:

4. **TERMINATION NOTICE:** The Government may terminate this lease in whole or in part at any time on or after June 9, 2022, by giving the Lessor at least ninety (90) days' notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 9a is hereby added as follows:

9a. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the actual Tenant Improvements total \$272,828.65 (\$28.32 / ABOASF) amortized over 120 months at 6.5%, payable at the rate of \$3.61 per RSF (\$3.86 per ABOASF), \$3,097.91 monthly or \$37,174.97 annually, and is included in the annual rent payment identified in Paragraph 3 of this lease.

Paragraph 19 of the lease is hereby deleted in its entirety and replaced as follows:

19. In accordance with SFO 0GA2078, Paragraph 2.4, "Broker Commission and Commission Credit", Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] ([REDACTED] of the firm term lease value). **Reference the attached Exhibit A for further breakdown.**

The commission is earned upon lease execution, payable according to the Commission Agreement signed between the two parties due to the Commission Credit described in SFO 0GA2078 Paragraph 2.4, only [REDACTED] of the Commission shall be payable to Jones Lang LaSalle with the remaining [REDACTED] ([REDACTED] of the total commission) 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 first commission payment was made to the Broker in the amount of [REDACTED]. The remaining balance of [REDACTED] should be paid to the Broker at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment of \$15,303.47 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$15,303.47 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Third Month's Rental Payment of \$15,303.47 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

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

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INITIALS: VS LESSOR & [Signature] GOVT

Exhibit A, Commission Calculation

RENTAL - 15 YEARS

TERM	ANNUAL RENT	MONTHLY RATE
6/10/2012 - 4/9/2013	\$183,641.59	\$15,303.47
4/10/2013 - 6/9/2022	\$220,816.56	\$18,401.38
6/10/2022 - 4/9/2023	\$234,537.17	\$19,544.76
4/9/2023 - 6/9/2027	\$197,362.20	\$16,446.85

COMMISSION CALCULATION

10 months: monthly rent X 10 =	\$15,303.47 X 10 MONTHS =	\$153,034.70
9 years: annual rent X 9 =	\$220,816.56 X 9 YEARS =	\$1,987,349.04
2 months: monthly rent X 2 =	\$18,401.38 X 2 MONTHS =	\$36,802.76
contract value =	\$2,177,186.50	

The sum of these X [REDACTED] = commission

END OF DOCUMENT

INITIALS: VS LESSOR & [Signature] GOV'T