

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. <u>GS-04P-LAL60495</u>
ADDRESS OF PREMISES LBA-GSA Montgomery, LLC 2733 Ross Clark Circle Dothan, Alabama 36301-3214	PDN Number:

THIS AMENDMENT is made and entered into between **LBA-GSA Montgomery, LLC**

whose address is: **2733 Ross Clark Circle
Dothan, Alabama 36301-3214**

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 correct the amount of Rentable Square Footage in the lease and establish the Rent Commencement Date of the subject lease..

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 **12/09/2016** as follows:

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm

Subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.


*****Continued on Page 2*****

add term rights


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:

Signature: 
Name: Bill Davis
Title: Managing Member
Entity Name: LBA-GSA Montgomery, LLC
Date: 1-18-17

FOR THE GOVERNMENT:

Signature: 
Name: Elaine D. Peters
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/9/17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Buddy Johnston
Title: Property Manager
Date: 1/17/17

Based on a mutual measurement of the space both parties to this lease agree the amount of Rentable Square Footage (RSF) and ANSI BOMA (ABOA) usable square feet is 16,036 RSF and 15,234 USF, respectively. Therefore, this lease is amended to reflect the Government occupies 16,036 RSF and 15,234 USF with two (2) structured and fifty-eight (58) surfaced parking spaces in a single story building located at 3381 Atlanta Highway, Montgomery Alabama 36109-2746.

Paragraph 1.01, The Premises, subparagraph A, is hereby deleted in its entirety and replaced as follows;

- A. Office and Related Space: 16,036 rentable square feet (RSF), yielding 15,234 ANSI/BOMA square feet of office and related Space located on the 1st floor (s) and known as Suite (s) A, of the Building, as depicted on the floor plan (s) attached hereto as Exhibit A.

Paragraph 1.02 Express Appurtenant Rights, subparagraph A, is hereby deleted in its entirety and replaced as follows;

- A. Parking: Sixty (60) parking spaces as depicted on plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of which two (2) shall be reserved/outside parking spaces, and 58 shall be surfaced/outside parking spaces. In addition, the Lessor shall provide such additional parking as required by applicable code of the local government entity having jurisdiction over the Property.

Paragraph 1.03, Rent and Other Consideration, is hereby deleted in its entirety and replaced as follows;

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

	Firm Term [REDACTED]	Non-Firm Term [REDACTED]
Shell Rent 1	\$296,666.00	\$326,332.92
Tenant Improvement Rent 2	\$73,474.73	\$0.00
Operating Cost 3	\$76,652.08	\$76,652.08
Building Specific Amortized Capital (BSAC) 4	\$0.00	\$0.00
Parking 5	\$0.00	\$0.00
Total Annual Rent	\$446,762.96	\$402,985.00

1 Shell Rent Calculation

(Firm Term) \$18.50 per RSF multiplied by 16,036 RSF

(Non- Firm Term) \$20.35 multiplied by 16,036 RSF

2 Tenant Improvements of \$504,658.00 are amortized at a rate of 8 percent per annum over 10 years

3 Operating Costs rent calculation \$4.78 per RSF multiplied by 16,036 RSF

4 Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 8 percent per annum over 10 years

5 Parking Costs described under sub-paragraph 1.03(H) of the lease

*****THE REMAINDER OF THIS DOCUMENT WAS LEFT BLANK INTENTIONALLY*****

INITIALS:

BD
LESSOR

&

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GOVT