

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 8 TO LEASE NO. GS-04P-LAL60495
LEASE AMENDMENT ADDRESS OF PREMISES MONTGOMERY USCIS BUILDING 3381 ATLANTA HIGHWAY MONTGOMERY, AL 36109-2746	PDN Number: N/A

THIS AMENDMENT is made and entered into between **GOV Montgomery, LLC a Delaware limited liability company**
 whose address is: GOV Montgomery, LLC
 c/o Robert R. Kaplan Jr. (Authorized Signatory for GOV Montgomery, LLC)
 1819 Main Street
 Suite 212
 Sarasota, FL 34236

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 acquire 5,384 Rentable Square Feet of expansion space, increase Annual Rent, and re-establish Government's percentage of occupancy.

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 (TBD, to acquire an additional 5,284 rentable square feet of expansion space, re-establish the Government's percentage of occupancy and increase the annual rent. Paragraphs 1.01, 1.03, and 1.13 are deleted in their entirety and the following substituted therefore.

A. The Lessor hereby leases to the Government the following described premises:

Block A: 16,036.00 rentable square feet (yielding 13,080 BOMA usable square feet) of office and related space together with 60 surface parking spaces located on site of the lease location to be used by the U.S. Citizenship & Immigration Service), as depicted on the demising plan "Exhibit A" attached hereto and made a part of.

*****Continued on Page Two*****

Except as modified in this Amendment, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Amendment conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Amendment shall control and govern.

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

FOR THE LESSOR:

Signature:

Name: Robert R. Kaplan, Jr.
 Title: Authorized Signatory
 Entity Name: GOV Montgomery, LLC
 Date: 1/4/18

FOR THE GOVERNMENT:

Signature:

Name: Elaine D. Peters
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 1/10/18

WITNESSED FOR THE LESSOR BY:

Signature:

Name: Jennifer Morris
 Title:
 Date: January 4, 2018

Block B: 5,384.00 rentable square feet (yielding 5,384 BOMA usable square feet) of office and related space together with 0 surface parking spaces, as depicted on the demising plan "Exhibit B" attached hereto and made a part of.

Block A and B totals of 21,420 rentable square feet (yielding 20,618 BOMA usable square feet) of office and related space located on the single floor of a one-story building known as the Montgomery USCIS Building located at 3381 Atlanta Highway, Montgomery, Alabama 36109-2746.

B. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

Block B - for the term beginning on TBD (08/01/2018) through 12/08/2031. The Government may terminate the lease at any time after 12/09/26 by giving at least 60 days notice in writing to the lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENT. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows **Block A**

	TERM 1	TERM 2	TERM 3
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$296,666.00	\$326,332.60	N/A
TENANT IMPROVEMENTS RENT ²	\$73,474.74	\$0.00	N/A
OPERATING COSTS ³	\$76,652.08	\$76,652.08	N/A
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	N/A
PARKING ⁵	\$ 0.00	\$ 0.00	N/A
TOTAL ANNUAL RENT	\$446,792.82	\$402,984.68	N/A

¹Shell rent calculation:

(Firm Term) \$18.50 per RSF multiplied by 16,036.00 RSF
(Non Firm Term) \$20.35 per RSF multiplied by 16,036 RSF

²The Tenant Improvement Allowance of \$73,474.74 is amortized at a rate of 8 percent per annum over 4 years.

³Operating Costs rent calculation: \$4.78 per RSF multiplied by 16,036 RSF. Operating rent is inclusive of CPI through 2017

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs are for 60 structured parking spaces reflecting a rate of \$0.00 per structured space per month.

\$504,658 8% ... OVER 10 yrs

Block B:

	TERM 1	TERM 2	TERM 3
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$99,604.00	\$109,564.40	\$XXX,XXX.XX
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00	\$XXX,XXX.XX
OPERATING COSTS ³	\$25,735.52	\$ 25,732.52	\$ XXX,XXX.XX
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$XXX,XXX.XX
PARKING ⁵	\$ 0.00	\$ 0.00	\$ XXX,XXX.XX
TOTAL ANNUAL RENT	\$125,339.52	\$135,296.92	\$XXX,XXX.XX

¹Shell rent calculation:

(Firm Term) \$18.50 per RSF multiplied by 5,384 RSF

(Non Firm Term) \$20.35 per RSF multiplied by 5,384 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 0 years.

³Operating Costs rent calculation: \$4.78 per RSF multiplied by 5,384 RSF. Operating rent CPI begins in 2018.

⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs are for 60 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

INITIALS:

LESSOR

&

GOVT

The table below is the composite total for the annual rent for the aforementioned Blocks A and B expansion.

	TERM 1	TERM 2	TERM 3
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$396,270.00	\$435,897.00	\$XXX,XXX.XX
TENANT IMPROVEMENTS RENT ²	\$ 73,474.74	\$0.00	\$XXX,XXX.XX
OPERATING COSTS ³	\$102,387.60	\$ 102,387.60	\$ XXX,XXX.XX
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$XXX,XXX.XX
PARKING ⁵	\$ 0.00	\$ 0.00	\$ XXX,XXX.XX
TOTAL ANNUAL RENT	\$572,132.34	\$538,284.60	\$XXX,XXX.XX

¹Shell rent calculation:

(Firm Term) \$18.50 per RSF multiplied by 21,420.00 RSF

(Non Firm Term) \$20.35 per RSF multiplied by 21,420.00 RSF

²The Tenant Improvement Allowance of \$73,474.74 is amortized at a rate of 8 percent per annum over 9 years.

³Operating Costs rent calculation: \$4.78 per RSF multiplied by 21,420.00 RSF. Operating rent CPI for Block B begins in 2018.

⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs are for 60 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

Effective 08/01/2018, the Government shall pay the Lessor a combined annual rent of (Block A &B) \$572,132.34 at a rate of \$47,667.70 per month in arrears. Plus annual CPI escalation of operating expense.

D. For the purpose of the operating cost escalation, in accordance with Paragraph 1.15 of this Lease agreement, the base rate is established at \$4.78 per BOMA usable square foot per annum for Blocks A and B. However, Operating Costs escalation for Block B will be due and payable effective Calendar Year 2019.

E. For the purpose of the Real Estate Tax Adjustment, the percentage of Government occupancy is reestablished effective as 100% (21,420.00)

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

INITIALS: _____ & _____
LESSOR GOV'T

The table below is the composite total for the annual rent for the aforementioned Blocks A and B expansion.

	TERM 1	TERM 2	TERM 3
ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$396,270.00	\$435,897.00	\$XXX,XXX.XX
TENANT IMPROVEMENTS RENT ²	\$ 73,474.74	\$0.00	\$XXX,XXX.XX
OPERATING COSTS ³			
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$XXX,XXX.XX
PARKING ⁵			
TOTAL ANNUAL RENT	\$572,132.34	\$538,284.60	\$XXX,XXX.XX

¹Shell rent calculation:

(Firm Term) \$18.50 per RSF multiplied by 21,420.00 RSF

(Non Firm Term) \$20.35 per RSF multiplied by 21,420.00 RSF

²The Tenant Improvement Allowance of \$73,474.74 is amortized at a rate of 8 percent per annum over 8 years.

³Operating Costs rent calculation: RSF multiplied by 21,420.00 RSF. Operating rent CPI for Block B begins in 2018.

⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs are for 50 structured parking spaces reflecting a rate of per reserved space and per structured space per month.

Effective 08/01/2018, the Government shall pay the Lessor a combined annual rent of (Block A &B) \$572,132.34 at a rate of \$47,667.70 per month in arrears. Plus annual CPI escalation of operating expense.

D. For the purpose of the operating cost escalation, in accordance with Paragraph 1.15 of this Lease agreement, the base rate is established at \$4.78 per BOMA usable square foot per annum for Blocks A and B. However, Operating Costs escalation for Block B will be due and payable effective Calendar Year 2019.

E. For the purpose of the Real Estate Tax Adjustment, the percentage of Government occupancy is reestablished effective as 100% (21,420.00)

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

INITIALS:

LESSOR

&

GOVT