

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 10 TO LEASE NO. <u>GS-04P-LAL60495</u>
LEASE AMENDMENT	
ADDRESS OF THE PREMISES: 3381 ATLANTA HIGHWAY MONTGOMERY, ALABAMA 36301-2746	PDN Number: N/A

THIS AMENDMENT is made and entered into between GOV Montgomery, LLC, a Delaware limited liability company

whose address is: 1819 Main Street, Ste 212
Sarasota Florida 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 for the purpose of adding expansion space to 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 10/18/2018 as follows:

Paragraph 1.01 The Premises 9 (JUN 2012), subparagraph A, is hereby deleted in its entirety and replaced as follows;

- A. Office and related Space: 21,420.00 rentable square feet (RSF), yielding 20,400 ANSI BOMA Office Area (ABOA) sq. ft. (SF) of office and related space located on the single floor of the building, as depicted on the floor plan(s) attached hereto as Exhibit A.

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

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: HOWARD M. STARRON

Title: CEO

Entity Name: GOV MONTGOMERY, LLC

Date: 10/20/2018

FOR THE GOVERNMENT:

Signature:

Name: ELAINE D. PETERS

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 11/1/18

WITNESSED FOR THE LESSOR BY:

Signature:

Name: Deborah K. Fitch

Title: Property Director

Date: 10/20/2018

Paragraph 1.03 Rent and Other Consideration (SEP2013), subparagraph A, is hereby deleted in its entirety and replaced as follows;

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

The table below is the composite total for the annual rent for the entire USCIS space under Lease LAL60495.

	Annual Rent	Annual Rent
Shell Rent ¹	\$396,270.00	\$435,897.00
Tenant Improvements Rent ²	\$73,474.47	\$0.00
Operating Costs ³	\$102,387.60	\$102,387.47
Building Specific Amortized Capital ⁴	\$0.00	\$0.00
Parking ⁵	\$0.00	\$0.00
Total Annual Rent	\$572,132.34	\$538,284.60

¹ Shell rent calculation:

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

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

² The Tenant Improvement Allowance of \$73,474.47 is amortized at a rate of 8 percent per annum over 9 years.

³ Operating Costs rent calculation: \$4.78 per RSF multiplied by 21,420.00 RSF. CPI escalation is exclusive of 2018.

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

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

To Have and To Hold the said Premises with its appurtenances for the term beginning December 9, 2016, through December 8, 2031, as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

Subject to termination and renewal rights as may hereinafter set forth. The commencement date of this Lease, along with any 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.

Effective 10/19/2018, the Government shall pay the Lessor a combine annual rent of \$572,132.34 at a rate of \$47,677.70 per month in arrears. Plus annual CPI escalation of operating expenses.


- B. For the purposes 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. CPI escalation will continue on anniversary date for all space.
- C. For the purpose of the Real Estate Adjustment, the percentage of Government occupancy is re-established 10/19/2018, as 100% (21,420.00).

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

INITIALS:


LESSOR

&


GOVT