

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 5</b> <b>TO LEASE NO. <u>GS-04P-LAL60495</u></b>
<b>LEASE AMENDMENT</b> <b>ADDRESS OF PREMISES</b>  3381 ATLANTA HIGHWAY MONTGOMERY, ALABAMA 36301-2746	PDN Number: N/A

**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 establish the occupancy date 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 02/28/2017 as follows:

To Have and To Hold the said Premises with its appurtenances for the term beginning [REDACTED], through [REDACTED], as required by this Lease and continuing for a period of

[REDACTED] Firm

The Government may terminate this Lease, in whole or in part, at any time effective December 9, 2026, by providing 60 days prior written notice to the Lessor. The effective date of termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

\*\*\*\*\*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: [REDACTED]  
Name: Bill Davis  
Title: Managing Member  
Entity Name: LBA-GSA Montgomery, LLC  
Date: 3-6-17

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: Elaine D. Peters  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 3/7/17

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: Duddy Johnston  
Title: Property Manager  
Date: 3/6/17

As of December 9, 2016, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 16,036 RSF by the total Building space of 16,036 RSF.

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	\$446,792.81	\$402,985.00

1 Shell Rent Calculation

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

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

2 Tenant Improvements of \$504,658.00 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 -58 shall be surfaced, 2 structured

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

INITIALS:

*BD*  
LESSOR

&

*edp*  
GOVT