GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS- <u>04B</u> - <u>LAL62481</u>
ADDRESS OF PREMISES 341 N Greeno Road Fairhope, AL 36532-2979	PDN Number:

THIS AMENDMENT is made and entered into between Bone Set Too, LLC

whose address is: 341 N. Greeno Road., Fairhope, AL 36532-2979

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 reconcile the lease to establish lease term, start rental payments and re-state termination rights.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree upon the Government's execution of said Lease amended, effective <u>October 01, 2014</u> as follows:

- Lease Agreement (LA) No. 3 has been prepared to reconcile the rental payment to establish lease term, pay shell, operating, and tenant improvement and re-state termination rights.
- II. Lease Term is hereby deleted and replaced as follows:

LEASE TERM

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

October 1, 2014 - September 30, 2019

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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: Fd Sid Signature: Name: Name: esonaunda oreci Title: Lease Contracting Officer Title: GSA, Public Buildings Service, **Entity Name:** 10/10/20 Date: Date:

WITNESSED FOR THE LESSOR BY:

Signature:

Name: Tuborat / Stellier

Title: Businesc Man

Date: (0-10-20 []

III. 1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012) is hereby deleted and replaced as follows:

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	OCTOBER 1, 2014 - SEPTEMBER 30, 2019
	ANNUAL RENT
SHELL RENT	\$82,112.00
TENANT IMPROVEMENTS RENT ²	\$40,644.54
OPERATING COSTS ³	\$34,265.90
BUILDING SPECIFIC SECURITY	\$ 0.00
Parking ⁵	\$0.00
TOTAL ANNUAL RENT	\$157,022.44

¹Shell rent (Firm and Soft Term) calculation: \$16.00 per RSF multiplied by 5,132 RSF

⁵Parking costs described under sub-paragraph F of the lease document

- B. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- C. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" of the lease created herein;
- 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
- 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- IV. 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted and replaced as follows:

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease by providing not less than **90** days' prior written notice to the Lessor. The effective date of the 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.

<End of Document>

INITIALS:

LESSOR

- O sov

Lease Amendment Form 12/12

²The Tenant Improvement Allowance of \$7.92 rounded is amortized at a rate of 7 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.68 rounded per RSF multiplied by 5,132 RSF

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