

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-60114
ADDRESS OF PREMISES: Financial Plaza Building 3500 Financial Plaza Tallahassee, FL 32312-3999	PDN Number: N/A

THIS AMENDMENT is made and entered into between: **INVESTAR PROPERTIES, LLC**

whose address is: 3500 Financial Plaza, Tallahassee, FL 32312-3999

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above 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 **December 1, 2014** as follows:

Change in Official Lease Number

- Effective October 1, 2012, the lease number is hereby changed from GS-04P-L60114 to **GS-04B-60114**.

LEASE TERM


TO HAVE AND TO HOLD THE SAID PREMISES WITH ITS APPURTENANCES FOR THE TERM BEGINNING **12/01/14** THROUGH AND INCLUDING **11/30/25** ^{24 (M)/CD} AND CONTINUING FOR A PERIOD OF **10 YEARS WITH 10 YEARS FIRM**, SUBJECT TO TERMINATION AND RENEWAL RIGHTS AS ESTABLISHED IN THE LEASE.

This Lease Amendment contains 3 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

Signature: 
Name: CHRIS DIAMANTIS
Title: PRESIDENT
Entity Name: INVESTAR PROPERTIES, LLC
Date: 3-11-15

FOR THE

Signature: 
Name: 
Title: GSA, Public Buildings Service, Leasing Division
Date: 3/12/15

WITNESSED BY

Signature: 
Name: 
Title: MANAGEMENT AGENT
Date: 3-11-15

THE FOLLOWING LEASE CLAUSES ARE AMENDED AS FOLLOWS: 1.01, 1.02, 1.03, AND 6.10

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 3,680 rentable square feet (RSF), yielding 3,200 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor(s) of the 3500 Financial Plaza, Tallahassee, FL 32312-3999, as depicted on the floor plan(s) included in the lease as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 15 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:


A. Parking: 3 parking spaces as depicted on the plan included in the lease as Exhibit B reserved for the exclusive use of the Government, of which 3 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM ANNUAL RENT
SHELL RENT ¹	\$55,236.80 (\$15.01 PER RSF)
TENANT IMPROVEMENTS RENT ²	\$15,627.61 (\$4.24 PER RSF)
OPERATING COSTS ³	\$23,772.80 (\$6.46 PER RSF)
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00
PARKING ⁵	\$0.00
TOTAL ANNUAL RENT	\$94,637.21 (\$25.71 PER RSF)

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¹Shell rent calculation:

(Firm Term) \$15.01 per RSF multiplied by 3,680 RSF

²The Tenant Improvement Allowance of \$128,628.48 is amortized at a rate of 4 percent per annum over 10 years.

³Operating Costs rent calculation: \$6.46 per RSF multiplied by 3,680 RSF

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

⁵Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 3,200 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

E. 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 the paragraph entitled "The Premises."

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.

6.10 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

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- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 5 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

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