

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LGA60054
ADDRESS OF PREMISES Albany Towers 235 W. Roosevelt Avenue, Suite 450 Albany, GA 31701	PDN Number:

THIS AMENDMENT is made and entered into between **Albany Towers, LLC**

whose address is: **800 Flagler Drive
West Palm Beach, FL 33401-3706**

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 beneficial occupancy date; rental rates; tenant improvement allowance amortization; and pay broker commissions and government credits.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **February 10, 2014** as follows:

A. Page 1 – Lease (paragraph) as set forth in the Simplified Lease GSA Form L201-A is hereby deleted and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the **term of ten (10) years, five (5) year firm term**, years beginning **January 12, 2014 through January 11, 2024**, subject to termination and renewal rights as may be hereafter set forth.

B. Paragraph 1.03 as set forth in the Simplified GSA Lease Form L201-A is hereby amended as follows:

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR:

Signature: _____
Name: _____
Title: manager
Entity Name: Albany Towers, LLC
Date: 2/10/14

FOR THE

Signature: _____
Name: _____
Title: _____
Date: 2.10.2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: JASAN LEE
Title: ADMIN ASST
Date: 2/10/14

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease as set forth in the following Rent Table.

RENT TABLE – 5,517 RSF / 4,420 ABOASF

TERM	BASE RENT (Shell)	OPERATING COST	TENANT IMPROVEMENT ALLOWANCE	ANNUAL RENT	TOTAL RATE Per RSF	ABOA SF RATE	MONTHLY RATE
01/12/2014 – 01/11/2019	\$46,231.46	\$25,488.54	\$0	\$71,720.00	\$13.00	\$16.23	\$5,976.67
01/12/2019 – 01/11/2024	\$57,266.46	\$25,488.54	\$0	\$82,755.00	\$15.00	\$18.72	\$6,896.25

Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent. Base Rent shall not be adjusted for changes in Taxes or Operating Costs. Rent shall not be adjusted for changes in taxes or operating costs.

C. Confirmation: In accordance with Paragraph PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (simplified) (SEP 2013)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease, is **7.44% percent** based upon **5,517 RSF** and **Total Building Area of 74,165 square feet**. Percentage of Occupancy is subject to revision based on actual measurement of Government occupied space at time of inspection, not to exceed the maximum ANSI BOMA usable square footage stated in the Request for Lease Proposal (RLP), and in accordance with GSAF3517, GENERAL CLAUSES.

All other terms and conditions of the lease shall remain in full force and effect.

ATTACHMENT: Exhibit A – GSA Form 1364A

INITIALS:  & 
LESSOR & GOV'T