

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-60077
ADDRESS OF PREMISES 9180 Martin Luther King Avenue Covington, Georgia 31501-3600	PDN Number:

THIS AMENDMENT is made and entered into between **Bypass Holdings, LLC**

whose address is: 2141 Emory Street, Covington, Georgia 30014-2210

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 July 14, 2014 as follows:

1. The following is hereby inserted into the Lease:

“TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 13, 2014 through May 12, 2024, subject to termination rights as may be hereinafter set forth. Space will be accepted upon Lessor’s provision of substantial completion of space, a certificate of occupancy, and acceptance by the Government.”


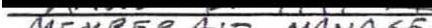
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This Lease Amendment contains 2 pages.

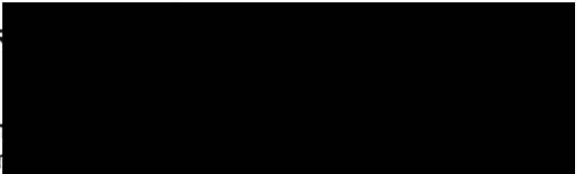
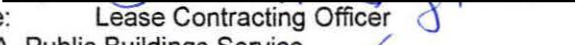
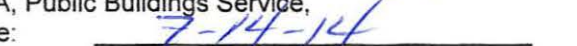
All other terms and conditions of the lease shall remain in force and effect.

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


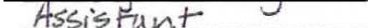
FOR THE LESSOR:

Signature: 
Name: 
Title: MEMBER AND MANAGER
Entity Name: BYPASS HOLDINGS LLC
Date: 7-14-14

FOR


Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7-14-14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: ASSISTANT
Date: 7-14-14

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:

	FIRM TERM (MONTHS 1-60)		NON-FIRM TERM (MONTHS 61-120)	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT ¹	\$158,466.00	\$16.50	\$174,312.60	\$18.15
TENANT IMPROVEMENTS RENT ²	\$ 74,334.96	\$7.74	\$ 0.00	\$0.00
OPERATING COSTS ³	\$ 57,047.76	\$5.94	\$ 57,047.76	\$5.94
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$1,920.80	\$0.20	\$0.00	\$0.00
PARKING	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$291,769.50	\$30.38	\$231,360.40	\$24.09

¹Shell rent calculation:

(Firm Term) \$16.50 per RSF multiplied by 9,604 RSF

(Non-firm Term) \$18.15 per RSF multiplied by 9,604 RSF

²The Tenant Improvement Allowance of \$328,077.41 is amortized at a rate of 5 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.94 per RSF multiplied by 9,604 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$8,500.00 is amortized at a rate of 5 percent per annum over 5 years.

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INITIALS:  & 
 LESSOR & GOVT