

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 3</b>
	<b>TO LEASE NO. GS-04P-LGA60413</b>
<b>ADDRESS OF PREMISES</b> 134 Juniper Ct. Brunswick, GA 31520-1944	<b>PDN Number: N/A</b>

THIS AMENDMENT is made and entered into between Sheamus Nichols, LLC

whose address is: 109 Ravenswood Ct.  
Petaluma, CA 94952-4782

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to: accept the Tenant Improvements made to the Premises; establish the Tenant Improvement Allowance (TI) used in completion of the tenant improvements; and, to establish the final rent table and economic terms of the Lease, for the [REDACTED] at 134 Juniper Ct., Brunswick, GA 31520-1944.

- I. The Tenant Improvements made to the Premises have been inspected and are hereby accepted by the Government. The start date for Tenant Improvement Rent is hereby established as August 1, 2017.
- II. The Lessor waives all restoration rights.
- III. In accordance with Lease Paragraphs 1.03 and 1.09, the final amounts of TI and BSAC are hereby established as follows: Total project cost equals \$383,158.24 (\$337,199.19 for the TI and \$4,600.00 for the BSAC). This amount includes \$4,600.00 for the Building Specific Amortized Capital (BSAC) to install shatter resistant window film on the exterior windows of the Premises that will be amortized over the remaining firm term of the Lease (57 months) at a rate of zero percent (0%). Of the final TI amount, \$35,119.61 is allocable to the [REDACTED] portion of the Premises and will be amortized at a rate of 5.25% over the remaining firm term of the Lease (57 months). Of the NTP amount, \$348,038.63 is allocable to the [REDACTED] District Office (DO) portion of the Premises of which \$284,308.21 will be amortized over the remaining firm term of the Lease (57 months) at a rate of 5.25% with the remaining \$59,130.43 paid via lump sum.
- IV. Based on the final TI used and the remaining firm term of the Lease (57 months), the Lease is hereby amended as follows:

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 LESSOR:

Signature: [REDACTED]  
Name: JANA SAEWITZ  
Title: Member  
Entity Name: Sheamus Nichols  
Date: 8-3-2017

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: Darnell Chavis  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 8/10/17

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: Gina V. Jurling  
Title: \_\_\_\_\_  
Date: 8-3-2017

1. Paragraph 1.03 of the Lease (as amended by Lease Amendment #1) is hereby deleted in its entirety and replaced as follows:

**\*1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	FIRM TERM MAY 1, 2017 – JULY 31, 2017	FIRM TERM AUGUST 1, 2017 – APRIL 30, 2022	NON-FIRM TERM MAY 1, 2022 – APRIL 30, 2027
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$126,571.06	\$126,571.06	\$126,571.06
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$76,127.32	\$0.00
OPERATING COSTS <sup>3</sup>	\$68,794.00	\$68,794.00	\$68,794.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$968.42	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$195,365.06</b>	<b>\$272,460.80</b>	<b>\$195,365.06</b>

<sup>1</sup>Shell rent calculation:

(Firm Term (May 1, 2017 – July 31, 2017)) \$12.84 (rounded) per RSF multiplied by 9,856 RSF  
 (Firm Term (August 1, 2017 – April 30, 2022)) \$12.84 (rounded) per RSF multiplied by 9,856 RSF  
 (Non-firm Term (May 1, 2022 – April 30, 2027)) \$12.84 (rounded) per RSF multiplied by 9,856 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$319,427.82 (\$284,308.21 for DO plus \$35,119.61 for ODAR) is amortized at a rate of 5.25 percent per annum over 4 years, 9 months.

<sup>3</sup>Operating Costs rent calculation: \$6.98 per RSF multiplied by 9,856 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$4,800.00 are amortized at a rate of 0.00 percent per annum over 4 years, 9 months.

<sup>5</sup>Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,798 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. 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.

F. 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.

G. 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.


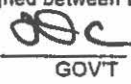
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$Zero per parking space per month (structured/inside), and \$Zero per parking space per month (surface/outside)."

2. Paragraph 1.04 of the Lease is hereby deleted and replaced as follows:

**\*1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Savills Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two

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parties. Only [redacted] of the Commission will be payable to Savills Studley, Inc. with the remaining [redacted] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$16,280.42 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$16,280.42 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$16,280.42 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 3<sup>rd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

V. Invoice instructions for payment of lump sum amount:

The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at [www.finance.gsa.gov/vendors](http://www.finance.gsa.gov/vendors) and follow the directions for invoice submittal. If you have any difficulty, please contact the Contracting Officer.

A proper invoice must include:

- An invoice number provided by the Contracting Officer. Please include this number: \_\_\_\_\_
- Name of your Business Concern and Invoice Date
- Lease Contract No., Lease Amendment No., and Building Location
- Description and Price of items in conformance with this Lease Amendment.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

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