

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04B-62029
ADDRESS OF PREMISES: 1522 WEST 3 rd AVENUE ALBANY, GA 31707 – 3649	PDN Number:

THIS AMENDMENT is made and entered into between MHT, LLC

whose address is: 1725 DOW STREET
VALDOSTA, GA 31601

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 modify the square footage, annual rent, Broker Commission and Commission Credit, Tenant Improvement Allowance (TIA), Percentage of Occupancy and Operating Base Cost.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 1.01 of GSA Form L201C (09/13) is hereby deleted entirely and replaced as follows:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **12,910** rentable square feet (RSF), yielding **12,262** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor, of the Building, as depicted on the floor plan(s) attached hereto as **Exhibit F (1 Page)**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.052837922** 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.

This Lease Amendment contains 5 pages including Exhibit "F".

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

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

FOR THE LESSOR:

MHT, LLC

Signature: _____

Name: RUSSEN E. TRANCYGIER

Title: MEMBER

Entity Name: MHT LLC

Date: 4-3-15

FOR THE GOVERNMENT:

Signature: _____

Name: Dion D. Reid

Title: Lease Contracting Officer
GSA, Public Buildings Service

Date: 4/3/15

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Richard Martin

Title: Witness Member

Date: 4-3-15

Paragraphs 1.03 of GSA Form L201C (09/13) is hereby deleted entirely 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	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$185,387.60	\$185,387.60
TENANT IMPROVEMENTS RENT ²	\$109,024.00	\$0.00
OPERATING COSTS ³	\$75,007.10	\$75,007.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$10,452.16	\$0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$379,870.87	\$260,394.70

¹Shell rent calculation:

(Firm Term) \$14.36 per RSF multiplied by 12,910 RSF

(Non Firm Term) \$14.36 per RSF multiplied by 12,910 RSF

²The total Tenant Improvement Allowance of \$475,642.98 (12,262 ABOA X \$38.79) is amortized at a rate of 5.5 percent per annum over 5 years.

Block A - \$419,940.54 (10,826 ABOA X \$38.79) is amortized at a rate of 5.5 percent per annum over 5 years.

Block B - \$55,702.44 (1,436 ABOA X \$38.79) is amortized at a rate of 5.5 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.81 per RSF multiplied by 12,910 RSF

⁴Building Specific Amortized Capital (BSAC) of \$45,600.00 are amortized at a rate of 5.5 percent per annum over 5 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 12,262 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.

INITIALS:


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H. Parking shall be provided at a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside).

Paragraphs 1.04 of GSA Form L201C (09/13) is hereby deleted entirely and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Jones Lang LaSalle Americas, 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 parties. Only [REDACTED] of the Commission will be payable to **Jones Lang LaSalle Americas, 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 **\$31,655.91** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$31,655.91** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment **\$31,655.91** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

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

Paragraphs 1.08 of GSA Form L201C (09/13) is hereby deleted entirely and replaced as follows:

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$38.79 per ABOA SF**. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **5.5 percent**.

Tenant Improvement breakout will be based on Block A - [REDACTED] prorata share of the ABOA SF Tenant Improvement Allowance totaling \$419,940.54 (10,826 ABOA X \$38.79), and Block B - [REDACTED] prorata share of the ABOA SF Tenant Improvement Allowance totaling \$55,702.44 (1,436 ABOA X \$38.79).

Paragraphs 1.13 of GSA Form L201C (09/13) is hereby deleted entirely and replaced as follows:

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

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 **100 percent**. The Percentage of Occupancy is derived by dividing the total Government Space of **12,910 RSF** by the total Building space of **12,910 RSF**.

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Paragraphs 1.15 of GSA Form L201C (09/13) is hereby deleted entirely and replaced as follows:

1.15 OPERATING COST BASE (SEP 20130

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$5.81** per RSF (**\$75,007.10/annum**).

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

INITIALS:



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