

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3  TO LEASE NO. GS-04B-62029
ADDRESS OF PREMISES 1522 West 3 <sup>rd</sup> Avenue Albany Georgia, 31707-3549	PDN Number:

**THIS AMENDMENT** is made and entered into between **MHT, LLC**

whose address is: 1725 Dow Street  
Valdosta, Georgia 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 contract to modify Common Area Factor; modify the annual rent; modify the Broker Commission and Commission Credit, termination rights and to accept the space for rent commencement.

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 upon execution by the Government:

To Have and To Hold the said Premises with its appurtenances for the term beginning August 1, 2016 and continuing for a period of 10 Years, 5 Years Firm.

**Paragraph 1.01, Subparagraph B; of GSA Form L201C (09/13) is hereby deleted entirely and replaced as follows:**

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.052846191** 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.

Continued on Page 2

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: RUSSELL TRANCYCIOR  
 Title: MANAGING MEMBER  
 Entity Name: MHT LLC  
 Date: 8-23-16

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: Dion D. Reid  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 8/23/16

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: Bryant Martin  
 Title: Partner  
 Date: 8-23-16

Paragraph 1.03(A) of GSA Form L201C (September 2013) is hereby deleted entirely and replaced as follows:

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)**

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

	8/1/2016 – 7/31/2021	8/1/2021 – 7/31/2026
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$185,387.60	\$185,387.60
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$92,849.21*	\$0.00
OPERATING COSTS <sup>3</sup>	\$75,007.10	\$75,007.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$10,452.16	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$363,696.08</b>	<b>\$260,394.70</b>

Shell 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

<sup>2</sup>The Tenant Improvement Cost of \$405,076.62 is amortized at a rate of 5.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$5.81 per RSF multiplied by 12,910 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$45,600.00 are amortized at a rate of 5.5 percent per annum over 5 years

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

Paragraph 1.04 of GSA Form L202 (10/12) 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.

The first commission payment was made to the Broker in the amount of [REDACTED]. The remaining balance of [REDACTED] should be paid to the Broker at occupancy.

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 \$30,308.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$30,308.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$30,308.01 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. .

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

END OF DOCUMENT

INITIALS:

LESSOR

&

GOVT