

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. LNC62652
ADDRESS OF PREMISES 114 W. Water Street, 1 <sup>st</sup> Floor, Windsor, NC 27983-1711	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **Town of Windsor**

whose address is: **128 North King Street, Windsor, NC 27983**

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 establish space acceptance and rent commencement including payment of the tenant improvements.

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 January 17, 2014 as follows:

**Paragraph 1.03 of GSA Form L202 (October 2012) is hereby deleted entirely and replaced as follows:**

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

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

	09/01/2013 – 01/16/2014	01/17/2014 – 01/16/2019	01/17/2019 – 08/31/2023
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$27,869.46	\$27,869.46	\$27,869.46
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$2,301.51	\$0.00
OPERATING COSTS <sup>3</sup>	\$18,000.00	\$18,000.00	\$18,000.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$45,869.46</b>	<b>\$48,170.97</b>	<b>\$45,869.46</b>

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

(Firm Term) **\$9.21** per RSF multiplied by **3,026** RSF

(Non-Firm Term) **\$9.21** per RSF multiplied by **3,026** RSF

<sup>2</sup>The Tenant Improvement Allowance of **\$10,163.24** is amortized at a rate of **5.0** percent per annum over **5** years (rounded)

<sup>3</sup>Operating Costs rent calculation: **\$5.95** per RSF multiplied by **3,026** RSF (rounded)

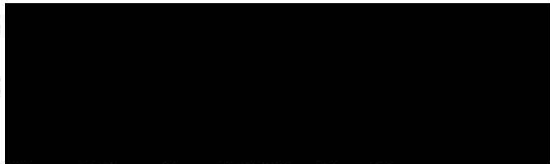
<sup>4</sup>Building Specific Amortized Capital (BSAC) of **\$0.00** are amortized at a rate of **0.0** percent per annum over **5** years

<sup>5</sup>Parking costs are for a minimum of (4) surface/outside parking spaces

This Lease Amendment contains 2 pages.

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

FOR THE



Signature:

Name:

Title:

Entity Name: Town of Windsor

Date: 3/13/2014

FOR THE



Signature:

Name:

Title:

GSA: Public Buildings Service

Date: April 28, 2014

WITNESS



Signature:

Name:

Title: Town Administrator

Date: 3/13/2014

Paragraph 1.04 of GSA Form L202 (October 2012) are hereby deleted entirely and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Jones Lang LaSalle ("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 **\$4,014.25** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment **\$4,014.25** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

Paragraph 1.05 of GSA Form L202 (October 2012) are hereby deleted entirely and replaced as follows:

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after **January 16, 2019** by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

END OF DOCUMENT

INITIALS:  LESSOR &  GOVT