

Lease Amendment

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. FSA Gordon County, GA
ADDRESS OF PREMISES 1282 HIGHWAY 53 WEST SPUR CALHOUN GA 30701	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between: Gordon County Board of Commissioners whose address is: 201 North Wall Street, Calhoun GA 30701 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, effective UPON EXECUTION OF THE GOVERNMENT as follows:

1. To establish beneficial occupancy and payment of rent.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning September 30, 2013 through September 29, 2023.
3. Effective September 30, 2013, the Government will to pay the lessor an annual rent of \$81,153.00 at a rate of \$6,762.75 per month (representing 19.05 per square foot for 4,260 rentable square feet in arrears.)

4. Rent Reconciliation: The rent at the above stated premises per rentable square feet includes:

Base Shell Rent	10.69
Operating Costs-	4.99
Tenant Improvement	<u>3.37</u>
	19.05

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:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Signature: _____
Name: Julius M. Byrd
Title: USDA/FSA Lease Contracting Officer
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Original lease

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

SEP 21 2012

LEASE NO.

FSA Gordon County GA 2010

THIS LEASE, made and entered into this date by and between

Gordon County Board of Commissioners

whose address is 201 North Wall Street, Calhoun GA 30701

and whose interest in the property hereinafter described is that of OWNER. Hereinafter called the Lessor,

and the UNITED STATES OF AMERICA, acting by and through the USDA Farm Service Agency, hereinafter called the Government. Witnessed: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. **RENTABLE SQUARE FEET:** The Lessor hereby leases to the Government the following described premises: A total of 4,260 ANS/BOMA Rentable Square Feet (RSF) that yields a total of 4,260 ANSI/BOMA Office Area Square Feet of office space located at 1304 S. R. 53 Spur, SW Calhoun GA 30701 (hereafter the PREMISES).

2. **LEASE TERM:** To have and to hold, for a 10-year term commencing upon substantial completion and suitable acceptance of space and continuing through lease term, inclusive. Government may terminate this Lease at any time by giving one hundred twenty (120) days prior written notice to Lessor.

3. **RENT:** The Government shall pay the Lessor Annual Rent for (4,260 RSF) the term of the lease in the amount of Seventy-Six Thousand, Five Hundred Ninety-Four and 80/100 Dollars (\$76,594.80) per annum, or (\$17.98) per RSF, payable Six Thousand Three Hundred Eighty-Two and 90/100 Dollars (\$6,382.90) per month in arrears. Rent includes the following amounts:

a) **BASE SHELL RENT:** The Base Shell Rent is Forty-Five Thousand, Five Hundred Thirty-Nine and 40/100 Dollars (\$45,539.40) per annum, or (\$10.69) per RSF, payable Three Thousand, Seven Hundred Ninety-Four and 95/100 Dollars (\$3,794.95) monthly in arrears.

b) **OPERATING COSTS:** The Base Operating Cost for the purpose of calculating the escalation of rent is pursuant to Section 4.3 of the Solicitation For Offers (SFO) for this lease and the expenses further detailed in the Lessor's, GSA Form 1217 is Twenty-One Thousand, Two Hundred Eighty-Six and 79/100 Dollars (\$21,286.79) per annum, or (\$4.99) per RSF, payable One Thousand Seven Hundred Seventy-Three and 89/100 Dollars (\$1,773.89) monthly in arrears.

c) **TENANT IMPROVEMENT ALLOWANCE (TI):** The TI cost is One Hundred Eighty-Nine, Two Hundred Seventy-Five Thousand and 00/100 (\$189,275.00) per annum for an amortized term of 20 years with zero percent (4.50%) interest applied, or (2.30) per RSF, payable One Hundred Twenty-nine and 17/100 in arrears. Although TI is amortized for a 20-year term, the Government is not responsible for the payment of TI after the 10th year should the Government vacate the premises on or subsequent to the 10th year.

4. **SPACE ALTERATION:** The Lessor shall deliver the premises substantially complete within 365 days subsequent to lease award which shall not exceed September 30, 2013.

5. **PARKING -** Government, at no additional cost, shall have the right to use forty (40) reserved, surface parking spaces in the parking lot adjacent to the building.