

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6
LEASE AMENDMENT	TO LEASE NO. GS-04P-LFL80236
ADDRESS OF PREMISES 1750 NW 40 th Avenue Lauderhill, FL 33313-5008	PDN Number: N/A

THIS AMENDMENT is made and entered into between

RP Ft. Lauderdale, LLC

whose address is: 445 Bishop Street
Suite 200
Atlanta, GA 30318-4303

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 add lease language and issue Notice To Proceed (NTP) on BSAC items.

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 August 1, 2018 as follows:

- I. The Government hereby issues Notice to Proceed (NTP) for the attached Scope of Work related to the BSAC items. The price to the Government for the additional BSAC items totals the NOT TO EXCEED amount of \$1,303,731.36. Work above the specified amount will be the Lessor's sole responsibility.

Paragraph 1.11 of the lease is hereby amended, as follows:

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

- A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

This Lease Amendment contains 44 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: John W. Braswell
Title: Member
Entity Name: RP Ft. Lauderdale, LLC
Date: 8/10/18

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Gregory Trimb
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/10/18

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Michael Korrell
Title: Project Coordinator
Date: 8/10/18

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

Paragraph 1.03 of the lease is hereby amended, as follows:

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. 3 The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

(14,500)	APRIL 10, 2018- APRIL 9, 2019	APRIL 10, 2019- APRIL 9, 2028	APRIL 10, 2028- APRIL 9, 2033
OFFICE BUILDING	FIRM TERM	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT		ANNUAL RENT
SHELL RENT¹	\$378,450.00	\$378,450.00	\$406,000.00
TENANT IMPROVEMENTS RENT²	\$68,162.39	\$68,162.39	\$0.00
OPERATING COSTS³	\$87,295.80	\$87,295.80	\$87,295.80
BSAC⁴	\$5,418.64	\$178,152.13	\$0.00
TOTAL ANNUAL RENT	\$539,326.83	\$712,060.32	\$493,295.80

¹Shell rent calculation:

(Firm Term) \$26.10 per RSF multiplied by 14,500 RSF (rate may be rounded)

(Non-Firm Term) \$28.00 per RSF multiplied by 14,500 RSF (rate may be rounded)

²The Tenant Improvement Allowance:

\$561,034.24 is amortized at a rate of 4% percent per annum over 10 years

³Operating Costs rent calculation:

\$6.02 per RSF multiplied by 14,500 RSF (rate may be rounded)

⁴BSAC rent calculation: \$44,600.00 is amortized at a rate of 4% percent per annum over 1 year. For the remaining 9 years (4/10/19 – 4/9/28), unamortized balance of \$40,897.98 plus additional BSAC amount of \$1,303,731.36 for a total of \$1,344,629.34 at a rate of 4% percent per annum over 9 years.

*85 surface parking spaces are included in the rates

A. The BSAC amount is increased from \$44,600.00 to a NTE amount of \$1,348,331.36. The remaining unamortized balance of the original BSAC amount of \$44,600.00 will be added to the additional BSAC amount of \$1,303,731.36 and will be amortized at 4% for the remaining firm on the lease. Upon completion, inspection, and acceptance of the BSAC improvements, a subsequent lease amendment will be issued to establish effective date and will start rent for the revised BSAC amount.

B. Exhibit: Scope of work package including TICs (42 pages).

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

INITIALS:

gwb
LESSOR

&

eb
GOVT