

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04P-LGA60135
ADDRESS OF PREMISES: 4100 OLD MILTON PARKWAY ALPHARETTA, GA 30022	PDN:

**THIS AMENDMENT** is made and entered into between **RP ALPHARETTA, 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 issue a Partial Notice to Proceed with the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) not to exceed the Tenant Improvement and Building Specific Amortized Capital (BSAC) Allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution of this Lease Amendment (LA) by the Government.

1. Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Partial Notice to Proceed with the construction and installation of the TIs and BSAC in accordance with the Construction Drawings (CDs) prepared by Wakefield Beasley & Associates, 5200 Avalon Boulevard, Alpharetta, GA, 30009 and the Lessor's Tenant Improvement Price Proposal dated September 28, 2016; attached hereto as Exhibit "A"; not to exceed the Tenant Improvement Allowance (TIA) totaling \$707,374.38; and Building Specific Amortized Capital (BSAC) totaling \$56,941.00.

A separate Notice to Proceed shall be issued under a subsequent header for the balance of the TI and BSAC work to be performed to the Premises and to memorialize payment of final TI and BSAC cost.

**SEE PAGE 2**

This Lease Amendment contains 2 pages. Exhibit "A" contains 1 page.

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:**  
**RP ALPHARETTA, LLC**  
 Signature: \_\_\_\_\_  
 Name: John Looker  
 Title: MANAGER  
 Entity Name: RP ALPHARETTA, LLC  
 Date: 12/22/16

**FOR THE GOVERNMENT:**  
 Signature: \_\_\_\_\_  
 Name: Johanna A. Regal  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 12-22-16

**WITNESSED FOR THE LESSOR BY:**  
 Signature: \_\_\_\_\_  
 Name: John W. Braswell  
 Title: Senior Vice President  
 Date: 12/22/16

2. In accordance with Paragraph 1.03 of Lease No. GS-04P-LGA60135, "RENT AND OTHER CONSIDERATION (SEP 2013)", Tenant Improvement costs totaling \$707,374.38 shall be amortized at a rate of 4.00 percent per annum over 10 years. Building Specific Amortized Capital (BSAC) of \$56,941.00 are amortized at a rate of 4.00 percent per annum over 10 years.
3. TIs and BSAC includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of TIs.
4. By acceptance of this Lease Amendment, the Lessor further substantiates that no further costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional change orders to the original construction cost, they will also be incorporated by Lease Amendment and a notice to proceed will be issued.
5. Any changes to the Construction Drawings which result in a financial change to the lease contract, of any type, must be approved in writing by the GSA Contracting Officer.
6. Upon full execution and delivery of this Lease Amendment, the Lessor can consider this as a Partial Notice to Proceed with the Tenant Improvements and BSAC as described herein not to exceed the Tenant Improvement Allowance (TIA) and Building Specific Amortized Capital (BSAC) Allowance. Any costs expended above the TIA and or BSAC are at the Lessor's expense unless approved in writing by the GSA Contracting Officer.
7. Upon the completion of the Tenant Improvements and BSAC the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, the amortized Tenant Improvement Cost, and BSAC) shall be established by a subsequent Lease Amendment.
8. The Lessor waives all restoration rights.

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

INITIALS:


  
LESSOR

  
GOV'T

Exhibit "A" of Lease Amendment No. 2 - GSA Lease No. GS-04P-LGA60135  
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TENANT IMPROVEMENTS COST SUMMARY (TICS)				
	for	OBAR Alpharetta	ABOA SF=	17,198
	Agency:	Social Security Administration	TIA PER ABOA SF=	\$ 41,131.2
September 28, 2018	Location:	4100 Old Milton Parkway, 2nd Floor	TOTAL TIA	\$707,374.98
	RU Factor	1.14	RSF=	19,574
Masterformat CSI	System Elements		TI*	SHELL**
Div 1	General Requirements		\$108,367.00	\$60,245.00
Div 2	Site work & Demolition		\$2,250.00	\$37,215.00
Div 3	Concrete		\$0.00	\$6,470.00
Div 4	Foundations / Masonry		\$0.00	\$0.00
Div 5	Structural Steel and Misc. Metals		\$18,550.00	\$35,196.20
Div 6	Woods & Plastics		\$143,374.00	\$13,086.00
Div 7	Thermal & Moisture		\$4,750.00	\$13,650.00
Div 8	Doors & Windows		\$283,828.97	\$13,549.23
Div 9	Finishes		\$281,587.02	\$111,448.14
Div 10	Specialties		\$23,999.00	\$19,094.00
Div 11	Equipment		\$0.00	\$5,500.00
Div 12	Furnishings		\$9,035.64	\$0.00
Div 14	Conveying Systems		\$0.00	\$0.00
Div 15	General Construction		\$0.00	\$0.00
Div 21	Fire Suppression		\$17,721.00	\$4,345.00
Div 22	Plumbing		\$30,381.50	\$31,113.50
Div 23	HVAC		\$134,705.00	\$62,365.00
Div 26.1	Electrical		\$81,215.00	\$19,824.00
Div 26.2	Lighting		\$68,683.00	\$67,390.00
Div 27	Communications, Security & Other Elec. Systems		\$34,930.77	\$0.00
Div 28.1	Electrical safety & Security		\$14,881.00	\$6,400.00
Div 28.2	Security		\$12,747.00	\$0.00
Div 32	Exterior		\$0.00	\$0.00
Subtotal	Trade Costs		\$1,271,005.89	\$ 506,991.07
Subtotal			\$ 1,271,005.89	\$ 506,991.07
Subtotal	General Contractor Fee (5%)		\$ 63,550.29	\$ 25,349.55
Subtotal	Construction Costs		\$ 1,334,556.19	\$ 532,340.62
	Architectural & Engineering Fees (NIC DID costs) 4%		\$ 53,382.25	\$ 21,293.62
	Other Lessor Soft Costs*** (Project Management 10%)		\$ 133,455.62	\$ 53,234.06
	Taxes (included in each division above)		\$ -	\$ -
Subtotal	Lessor's Costs:		\$ 1,521,384.05	\$ 606,868.31
	Lessor's Overhead and Profit 5.00%		\$ 63,550.29	\$ 30,343.42
Total	Price to Government:		\$ 1,584,944.35	\$ 637,211.73
	Cost per ABOA SF		\$ 92.16	\$ 37.05
	Cost per RSF		\$ 80.97	\$ 32.55
Notes:				
* Include all subcontractors' costs.				
** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the DEFINITIONS table in the work book for the breakdown.				
*** Other Lessor Soft Costs: typically project management, mortgage banking fee, counsel, travel, appraisal, permits, etc. Provide separate breakdown separately or within the INPUT PROJECT INFO worksheet.				

\*Partial Notice to Proceed not to exceed the Tenant Improvement Allowance (TIA) and Building Specific Amortized Capital (BSAC) Allowance.

Gov't Initials:   
Lessor Initials: 