

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04P-LGA60135
ADDRESS OF PREMISES: 4100 OLD MILTON PARKWAY ALPHARETTA, GA 30022	PDN: PS0038262

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 Full Notice to Proceed with Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC); to provide Notice to Proceed for Change Order (C/O) No. 1; and to provide for the method of payment of the Tenant Improvements in excess of the Tenant Improvement Allowance (TIA).

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.

- Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this as a Full Notice to Proceed (NTP) with the construction and installation of the Tenant Improvements (TIs) including Change Order (C/O) No. 1 and Building Specific Amortized Capital (BSAC) in accordance with the Construction Drawings (CDs) prepared by Wakefield Beasley & Associates, 5200 Avalon Boulevard, Alpharetta, GA, 30009.

The Lessor shall coordinate and provide for the design, professional fees, permit fees, inspections fees, and all associated components involved in the renovation of the aforementioned premises. The anticipated date of completion is June 15, 2017.

SEE PAGE 2

This Lease Amendment contains 3 pages. Exhibit "A" contains 3 pages. Exhibit "B" 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 P. Beck
 Title: MANAGER
 Entity Name: RP ALPHARETTA, LLC
 Date: 5/1/17

FOR THE GOVERNMENT:

Signature: _____
 Name: Shetta A. Regal
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 5-2-17

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: John W. Basswell
 Title: Senior Vice President
 Date: 5/1/17

2. The Government and the Lessor have agreed that the total cost of the Building Specific Amortized Capital (BSAC) shall change from \$56,941.00 to \$57,153.75; in accordance with the Lessor's Security Proposal dated April 4, 2017; attached hereto as Exhibit "B" (1 page). BSAC shall be amortized into the rent at a rate of 4.00 percent per annum over 10 years. Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work.
3. The Government and the Lessor have agreed that the total cost of the Tenant Improvements (TIs) including Change Order (C/O) No. 1 equates to [REDACTED] as depicted in the attached Exhibit "A" (3 pages). In accordance with Lease Amendment No. 2 to Lease No. GS-04P-LGA60135, Partial Notice to Proceed was authorized in the amount not to exceed the Tenant Improvement Allowance (TIA) of \$707,374.38.

The remaining balance totaling \$864,094.39 [\$1,568,452.77 (TIs) + \$3,016.00 (C/O No. 1) – \$707,374.38 (TIA) = \$864,094.39], shall be paid by the Government via lump sum payment. Said amounts includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work.

Upon the completion of the TI's and BSAC, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSAC cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, then the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0038262 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
Attn: Johnetta A. Regal
77 Forsyth Street, SW, Suite G-40
Atlanta, GA 30303-3458
Phone: 404-562-0864
johnetta.regal@gsa.gov

4. 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.
5. 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.
6. 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.

INITIALS:


LESSOR

&


GOVT

