

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04P-LGA60305
LEASE AMENDMENT	
ADDRESS OF PREMISES 3568 Covington Highway Decatur, GA 30032-2646	PDN Number: N/A

THIS AMENDMENT is made and entered into between RP Decatur, LLC

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

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, effective June 15, 2016; and,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to: increase the amount of the Notice to Proceed (NTP) issued in Lease Amendment #1 dated April 12, 2016 with approval of Change Order #1; and, issue partial Notice to Proceed for the Security System Installation as part of the Building Specific Amortized Capital (BSAC), for the construction of Tenant Improvements for the [REDACTED] at 3568 Covington Highway, Decatur, GA 30032-2646 (Bid Summary on Page 2).

- I. This Notice to Proceed is issued to increase the NOT-TO-EXCEED amount issued in Lease Amendment #1 from [REDACTED] to [REDACTED] for the scope modification outlined in Change Order #1. This amount will be amortized at a rate of four percent (4%) over the ten-year firm term of the Lease in accordance with Paragraph 1.03 and 1.09 of the Lease.
- II. Notice to Proceed is hereby issued in the NOT-TO-EXCEED amount of \$44,600.00 for the Building Specific Amortized Capital (BSAC). Pursuant to the Security System Installation Bid (attached hereto) in the amount of \$93,904.00, this is a partial Notice to Proceed for the BSAC in the amount of \$44,600.00. A separate Notice to Proceed will be issued when the funds are collected from the Agency by GSA and the remaining \$49,304.00 to fully fund the Security System Installation will be paid via lump sum by the Government upon inspection and acceptance of the Tenant Improvements at the premises.
- III. In accordance with Lease Paragraphs 1.03.C and 1.09, the final amount of Tenant Improvement Rent will be determined once the Tenant Improvements are complete and accepted by the Government as evidenced by a fully executed Lease Amendment. The fully executed Lease Amendment confirming acceptance of the Tenant Improvements will contain the final rent table and commission credit.

This Lease Amendment contains 2 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 R. Royster
Title: MEMBER
Entity Name: RP DECATUR, LLC
Date: 11/4/16

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Johnetta Regal
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 11-4-16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Philip Perry
Title: UP
Date: 11/7/2016

- IV. By acceptance of this LA, 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.
- V. The Lessor waives all restoration rights.

-----The remainder of this page is intentionally blank-----

INITIALS:  LESSOR &  GOVT