

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <i>12 MC</i>
	TO LEASE NO. GS-04B-62143
ADDRESS OF PREMISES 4715 26TH AVENUE, MERIDIAN, MS 39305-2636	PDN Number <b>PS0027762</b>

**THIS AMENDMENT** is made and entered into between **ROOKER PROPERTIES, LLC**

whose address is: 4920 North Royal Atlanta Drive, Tucker, GA 30084-3031  
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 the NTP, increase TI in lease and modify other pertinent areas based on these changes

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 Sep 30, 2013 as follows:

Paragraph 1 is amended to add the breakdown of sq ft. as [REDACTED] 8,436 RSF (7,669 USF) [REDACTED] as 1,360 RSF (1,236 USF).  
Total RSF is 9,976 (8,905 USF)

Paragraph 2 is deleted in its entirety and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the fifteen (15) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later April 30, 2014.

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Term	Annual Rent	Shell	Operating	TI Amortization	Monthly Rent
Years 1-10	\$246,069.27	\$159,185.00	\$41,513.80	\$45,370.47	\$20,505.77
	\$25.12 PRSF*	\$16.25 PRSF*	\$4.24 PRSF*	\$4.63 PRSF*	
Years 11-15	\$216,747.70	\$175,233.90	\$41,513.80	\$0	\$18,062.31
	\$22.13 PRSF*	\$17.89 PRSF*	\$4.24 PRSF*	\$0 PRSF*	

\*PRSF numbers in table above are rounded

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: [REDACTED]  
Title: LLC Member  
Entity Name: Rooker Properties LLC  
Date: 1/27/14

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: MARCUS SKINNER  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 1/27/14

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: [REDACTED]

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 4.3 of this lease contract.

Paragraph 8 is deleted in its entirety and replaced as follows:

The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$332,975.74 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.5% (\$5.09 PABOASF (rounded) / \$4.63 PRSF (rounded)). In accordance with Solicitation for Offers OMS2041 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

Paragraph 16 is deleted in its entirety and replaced as follows:

In accordance with Solicitation for Offers OMS2041 paragraph 2.4, *Broker Commission and Commission Credit*, Studley is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). Please note that the commission calculation has been calculated on the total lease value including the Tenant Improvement Allowance. The *Broker Commission and Commission Credit* will be adjusted via a Supplemental Lease Agreement to reflect the used portion of the Tenant Improvement allowance at occupancy.

The current total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, is payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured. The total annual shell is \$159,185.00, which equals \$13,265.42 (rounded) per month. The commission credit will be taken over the first five (5) months of the lease term with a monthly credit of [REDACTED] (commission credit divided by 5 months).

First month's rental payment of \$20,505.77 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$20,505.77 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$20,505.77 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$20,505.77 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

Fifth month's rental payment of \$20,505.77 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's rent).

The following reflects final costs for this project and issues Notice to Proceed in the amount of

TOTAL (Divisions 1-16) Construction Costs dated 2/6/13	\$ 656,454.96
Total Tenant Allowance in Lease	\$ 332,975.74 (LA1)
Total overage in T/I	\$ 323,479.22

Tenant Improvements Overage to be paid via lump sum	\$ 323,479.22
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Copy of the T/I bid updated September 27, 2013 is attached by reference.

The Lessor will be issued a lump sum payment upon completion, inspection and acceptance of the Scope of Work by the Government. Payment is predicated on receipt of this signed LA and a certified invoice at the time of work completion. All invoices shall be sent to U.S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181. The Payment Document Code No. is PS0027762 in the amount \$323,479.22 (\$63,475.36 for [REDACTED] and \$260,003.86 for [REDACTED]) must be included with payment submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government.

The Lessor hereby waives restoration. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, their terms and conditions of this Agreement shall control and govern.

End of LA1

INITIALS

[Signature]  
LESSOR

&

[Signature]  
GOVT