

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE No. GS-04P-60236
ADDRESS OF PREMISES 1750 NW 40 th Avenue Lauderhill, FL 33313-5008	

THIS AMENDMENT is made and entered into between

Rooker Properties, 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 incorporate approximately 900 SF of warehouse space into the lease.

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 January 26, 2016 as follows:

Paragraph 1.01 of the Lease is hereby deleted in its entirety and replaced with the following:

A. Office and Related Space: **14,500** rentable square feet (RSF), yielding **13,337** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st and 2nd** floors and known as Level 01 (9,481 RSF) and Level 02 (5,019 RSF), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**, and an additional **900** RSF, yielding **900** ANSI/BOMA SF of warehouse space as depicted and attached as Exhibit **E**.

This Lease Amendment contains {3} 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: _____
 Name: JOHN LIDKER
 Title: MANAGER
 Entity Name: ROOKER PROPERTIES, LLC
 Date: 1-27-16

FOR THE GOVERNMENT:

Signature: _____
 Name: James Thompson
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 2/3/16

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: John W. Braswell
 Title: SVP
 Date: 1-27-16

The following is hereby added to Paragraph 1.03.A of the Lease (to incorporate the rent schedule for the warehouse space):

WAREHOUSE SPACE ONLY	FIRM TERM (10 YEARS)	NON-FIRM TERM (5 YEARS)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$12,769.18	\$12,769.18
TENANT IMPROVEMENTS RENT ²	\$192.09	\$0.00
OPERATING COSTS ³	\$2,700.00	\$2,700.00
BSAC	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$15,661.27	\$15,469.18

¹Shell rent calculation:

(Firm Term) \$14.19 per RSF multiplied by 900 RSF.

(Non Firm Term) \$14.19 per RSF multiplied by 900 RSF.

²The Tenant Improvement Allowance:

\$1.7567 / RSF (\$1,581.09) is amortized at a rate of 4% percent per annum over 10 years.

³Operating Costs rent calculation:

\$3.00 per RSF multiplied by 900 RSF.

Paragraph 1.03.B of the Lease is hereby deleted in its entirety and replaced with the following:

Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **13,337** ABOA SF (excluding the warehouse space) based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

Paragraph 1.07 of the Lease is hereby deleted in its entirety and replaced with the following (to add site plan depicting warehouse space):

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) AND PARKING PLAN(S)	6	A
SECURITY REQUIREMENTS, LEVEL II	7	B
GSA FORM 3517B, GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D
SITE PLAN	1	E

Paragraph 1.08 of the Lease is hereby deleted in its entirety and replaced with the following (to incorporate the warehouse TI allowance):

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$42.066** per ABOA SF (\$561,034.24) for the office portion, and **\$1.75676** per ABOA SF (\$1,581.09) for the warehouse portion. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **4%** percent.

Paragraph 1.15 of the Lease is hereby deleted in its entirety and replaced with the following (to incorporate the warehouse operating cost base):

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$6.0204** per RSF (\$87,295.80/annum) for the office portion, and **\$3.00** per RSF (\$2,700.00/annum) for the warehouse portion.

INITIALS:



LESSOR

&

GOVT

Paragraph 1.21 is hereby added to the Lease:

Lessor is providing the Government with 900 SF of warehouse space as-is. The Lessor will allow the Government to modify/alter the warehouse space as needed using the TIA. Due to the permit process and the request of this warehouse space after DID approval, the Lessor cannot guarantee the warehouse space will be ready for occupancy by the Government at the same time the office space is accepted. The Lessor commits to being substantially complete with the warehouse space no later than 60 days after the Government's acceptance of the office space.

INITIALS:  & 
LESSOR GOV'T