

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-04P-LFL60236
ADDRESS OF PREMISES 1750 NW 40th Avenue Lauderhill, FL 33313-5008	

THIS AMENDMENT is made and entered into between

RP Ft. Lauderdale, 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 Notice to Proceed (NTP) for Tenant Improvement's (TI's), incorporate approximately 600 SF of warehouse space, and include security level III requirements.

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 April 20, 2017 as follows:

- I. In separate correspondence dated April 20, 2017, the Government has issued a NTP for TI's in the amount of \$561,034.24. The total costs for TI's are \$1,664,268.56. The Government hereby orders the balance of \$1,103,234.32.
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,103,234.32, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer (CO).

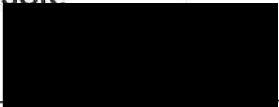
Payment will be made electronically through the finance website www.finance.gsa.gov. The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government, the Lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling (817) 978-2408 or by email at FW-Paymentsearch.finance@gsa.gov.

This Lease Amendment contains 17 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 W. Braswell
Title: MANAGER
Entity Name: RP FT. LAUDERDALE
Date: 5/1/17

FOR THE GOVERNMENT:

Signature: 
Name: Sharon Anderson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/7/17

WITNESSED FOR THE LESSOR BY:

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

Alternatively, the Lessor may submit the invoice by mail to the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attention: James F. Thompson, Contracting Officer
7771 Oakland Park Boulevard, Suite 119
Sunrise, Florida 33351-6737

A proper invoice must include the following:

1. A unique, vendor-supplied invoice number
2. Invoice date
3. Name and address of the Lessor EXACTLY as written on the Lease or as listed on this LA
4. Lease contract number, building address, and a description, including price and quantity, of the item(s) delivered
5. GSA PDN Number: _____

A proper invoice must be submitted on company letterhead. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice.

Paragraph 1.01 of the Lease is hereby amended as follows:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- 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** ABOA SF of warehouse space as depicted and attached to Lease Amendment 1 as Exhibit E, and an additional **600** RSF, yielding **600** ABOA SF of warehouse space as depicted and attached to this Lease Amendment as Exhibit F, for a total of **1,500** ABOA/RSF of warehouse space; a grand total of **16,000** RSF.

INITIALS:

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LESSOR

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[Signature]
GOVT

Paragraph 1.03 of the lease is hereby amended as follows:

1.02 RENT AND OTHER CONSIDERATION (SEP 2013)

A. 1 To incorporate the rent schedule for the warehouse space, Exhibit E:

(900 SF) WAREHOUSE BUILDING 1	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	\$758.10	\$0.00
OPERATING COSTS ³	\$2,700.00	\$2,700.00
BSAC	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$16,227.28	\$15,469.18

¹Shell rent calculation:

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

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

²The Tenant Improvement Allowance:

\$6.93 per USF/RSF (\$6,239.79) is amortized at a rate of 4% percent per annum over 10 years.

³Operating Costs rent calculation:

\$3.00 per USF/RSF multiplied by 900 RSF.

A. 2 To incorporate the rent schedule for the warehouse space, Exhibit F:

(600 SF) WAREHOUSE BUILDING 2	FIRM TERM (10 YEARS)	NON-FIRM TERM (5 YEARS)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$8,512.78	\$8,512.78
TENANT IMPROVEMENTS RENT ²	\$505.40	\$0.00
OPERATING COSTS ³	\$1,800.00	\$1,800.00
BSAC	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$10,818.18	\$10,312.78

¹Shell rent calculation:

(Firm Term) \$14.19 per USF/RSF multiplied by 600 RSF.

(Non-Firm Term) \$14.19 per USF/RSF multiplied by 600 RSF.

²The Tenant Improvement Allowance:

\$6.93 per USF/RSF (\$4,159.86) is amortized at a rate of 4% percent per annum over 10 years.

³Operating Costs rent calculation:

\$3.00 per USF/RSF multiplied by 600 RSF.

A. 3 The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

(14,500) OFFICE BUILDING	FIRM TERM (10 YEARS)	NON-FIRM TERM (5 YEARS)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$378,450.00	\$406,000.00
TENANT IMPROVEMENTS RENT ²	\$68,162.39	\$0.00
OPERATING COSTS ³	\$87,295.80	\$87,295.80
BSAC ⁴	\$5,418.64	\$0.00
TOTAL ANNUAL RENT	\$539,326.83	\$493,295.80

¹Shell rent calculation:

(Firm Term) \$26.10 per RSF multiplied by 14,500 RSF.

(Non-Firm Term) \$28.00 per RSF multiplied by 14,500 RSF.

²The Tenant Improvement Allowance:

\$42.066 per USF is amortized at a rate of 4% percent per annum over 10 years.

³Operating Costs rent calculation:

\$6.0204 per RSF multiplied by 14,500 RSF.

⁴BSAC rent calculation: \$44,600.00 is amortized at a rate of 4% percent per annum over 10 years.

INITIALS:


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- A. 4 The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

(16,000 RSF)	FIRM TERM (10 YEARS)	NON-FIRM TERM (5 YEARS)
OFFICE AND WAREHOUSE TOTAL	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$399,731.96	\$427,281.96
TENANT IMPROVEMENTS RENT ²	\$69,425.88	\$0.00
OPERATING COSTS ³	\$91,795.80	\$91,795.80
BSAC ⁴	\$5,418.64	\$0.00
TOTAL ANNUAL RENT	\$566,372.28	\$519,077.76

¹Shell rent calculation:

OFFICE SPACE (Firm Term) \$26.10 per RSF multiplied by 14,500 RSF.
 OFFICE SPACE (Non-Firm Term) \$28.00 per RSF multiplied by 14,500 RSF.
 WAREHOUSE SPACE (Firm Term) \$14.19 per USF/RSF multiplied by 1,500 RSF.
 WAREHOUSE SPACE (Non-Firm Term) \$14.19 per USF/RSF multiplied by 1,500 RSF.

²The Tenant Improvement Allowance:

OFFICE SPACE \$42.066 per USF is amortized at a rate of 4% percent per annum over 10 years.
 WAREHOUSE SPACE \$6.93 per USF/ RSF (10,399.65) is amortized at a rate of 4% percent per annum over 10 years.

³Operating Costs rent calculation:

OFFICE SPACE \$6.0204 per RSF multiplied by 14,500 RSF.
 WAREHOUSE SPACE \$3.00 per USF/RSF multiplied by 1,500 RSF.

⁴BSAC rent calculation: \$44,600.00 is amortized at a rate of 4% percent per annum over 10 years.

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

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

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 III	7	B
GSA FORM 3517B, GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D
SITE PLAN (ADDING 900 SF WAREHOUSE)	1	E
SITE PLAN (ADDING 600 SF WAREHOUSE)	1	F

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

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$42.066 per ABOA SF (\$561,034.24) for the office portion, and \$6.93 per ABOA/RSF (\$10,399.65) 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.

INITIALS:


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Paragraph 1.15 of the Lease is hereby deleted in its entirety and replaced with the following:

1.15 OPERATING COST BASE (OCT 2016)

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 USF/RSF (\$4,500.00/annum) for the warehouse portion. Total: (\$91,795.80/annum).

Section 1.21 (See LA No. 1) is hereby deleted in its entirety and replaced with the following:

Lessor is providing the Government with 1,500 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.

Paragraph 7.01 of the Lease is hereby deleted in its entirety and replaced with the following:

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of security level **3** attached to this Lease Amendment. Any requirement that was not included in the initial security level 2 BSAC scope will be considered a tenant cost.

Lessor and GSA acknowledge that there are requirements in the FSL III Security Requirements that are not included in the FSL II Security Requirements, as was previously part of the Lease. Lessor will use best efforts to incorporate all the Security Requirements required by GSA/Agency but note that several may require approval and additional permitting by the City of Lauderdale, which could delay the completion of the project. At the time of this change to FSL III, the Government acknowledges that the Lessor has obtained a building permit and the TI/BSAC have been submitted & approved by GSA. The requirements which may require a permit / city approval include, but are not limited to:

LIMIT ON ENTRY POINTS

VEHICULAR BARRIERS

NUMBER OF PARKING SPACES (the issue could arise if additional vehicular gates are added above and beyond what is currently in the plans)

AUTHORIZED ACCESS TO PARKING

VEHICULAR SCREENING (additional outdoor lighting may require City approval)

EMERGENCY GENERATOR (there is an existing generator and diesel tank – whether the City will need to permit/approve changes will depend on the scope of work)

SCREENING OF MAIL AND PACKAGES – LEVEL III (stand-alone air handler will be a modification from the current design)

Lessor and Government agree that the items listed above will not result in a delay of Lease commencement, and will be excluded when determining when the building is at substantial completion. Furthermore, the two warehouse buildings shown on Exhibit E and Exhibit F are excluded from the security requirements of the Lease.

INITIALS:


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