

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-04P-LGA60135
LEASE AMENDMENT	
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 establish the lease terms; establish the rent payment schedule; establish the Broker Commission and the Commission Credit; and to confirm the costs of Tenant Improvements and Building Specific Amortized Capital (BSAC).

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.

- LEASE TERMS:** Page 1, Signature Page; "Lease Term" Paragraph is hereby deleted in its entirety and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning July 1, 2017, as required by the Lease and shall expire on June 30, 2032, subject to the Termination and Renewal Rights set forth in Lease No. GS-04P-LGA60135.

SEE PAGE 2

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:
RP ALPHARETTA, LLC

Signature: _____
Name: Matthew Leavis
Title: CFO
Entity Name: RP Alpharetta
Date: 7/20/17

FOR THE GOVERNMENT:

Signature: _____
Name: Shelita A. Regal
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 7-20-17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Philip Perry
Title: UP
Date: 7/20/17

2. **RENT AND OTHER CONSIDERATIONS:** Paragraph 1.03 of Lease No. GS-04P-LGA60135, "Rent and Other Consideration (SEP 2013)" is hereby deleted in its entirety and replaced below:

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

	JULY 1, 2017 – JUNE 30, 2027 FIRM TERM YEARS 1-10	JULY 1, 2027 – JUNE 30, 2032 NON-FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$421,428.30	\$489,350.00
TENANT IMPROVEMENTS RENT ²	\$85,941.85	\$0.00
OPERATING COSTS ³	\$100,017.00	\$100,017.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$6,943.85	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$614,331.00	\$589,367.00

¹Shell rent calculation:

(Firm Term) \$21.53 per RSF multiplied by 19,574 RSF

(Non Firm Term) \$25.00 per RSF multiplied by 19,574 RSF

²The Tenant Improvement Allowance of \$707,374.38 is amortized at a rate of 4 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.11 per RSF multiplied by 19,574 RSF

⁴Building Specific Amortized Capital (BSAC) of \$57,153.71 are amortized at a rate of 4 percent per annum over 10 years

⁵Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 17,198 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. SUB-PARAGRAPH WAS INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. SUB-PARAGRAPH WAS INTENTIONALLY DELETED

INITIALS:


LESSOR

&


GOWT

3. BROKER COMMISSION AND COMMISSION CREDIT: Paragraph 1.04 of Lease No. GS-04P-LGA60135. "Broker Commission and Commission Credit (JUN 2012)" is hereby deleted in its entirety and replaced below:

A. Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest time practicable.

The first commission payment was made to the Broker in the amount of [REDACTED]. The remaining balance of [REDACTED] should be paid to the Broker in accordance with the Commission Agreement upon the earlier of Tenant's occupancy or the commencement date of the lease.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$51,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] 1st Month's Rent.*

Month 2 Rental Payment \$51,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$51,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4. TENANT IMPROVEMENTS (TIs) AND BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC): In accordance with Paragraph 1.09 of Lease No. GS-04P-LGA60135, "Tenant Improvement Rental Adjustment (SEP 2013)"; the Government and the Lessor have agreed that the total cost of the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) inclusive of Change Order (C/O) No. 1 equates to [REDACTED] [\$1,568,452.77 (TIs) + \$57,153.75 (BSAC) + \$3,016.00 (C/O No. 1) = [REDACTED]].

Tenant Improvement costs totaling \$707,374.38 shall be amortized at a rate of 4.00 percent per annum over ten (10) years. BSAC costs totaling \$57,153.75 shall be amortized at a rate of 4.00 percent per annum over ten (10) years. The remaining balance totaling \$864,094.39 [\$1,628,622.52 (TIs and BSAC) – \$707,374.38 (Tenant Improvement Allowance) - \$57,153.75 (BSAC Allowance) = \$864,094.39] shall be paid by the Government by lump sum payment.

5. The Lessor waives all restoration rights.

6. All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: AL LESSOR & [Signature] GOVT