

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5 TO LEASE NO. GS-04P-LGA60305
LEASE AMENDMENT ADDRESS OF PREMISES 3568 Covington Highway Decatur, GA 30032-2646 BUILDING NO.: GA1090ZZ	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 October 20, 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) No. 4 to: establish the final Tenant Improvement Allowance used; accept the Tenant Improvements made to the Premises; and, to establish the final rent table and economic terms of the Lease for the [REDACTED] [REDACTED] [REDACTED] at 3568 Covington Highway, Decatur, GA 30032-2646 (Bid Summary on Page 2).

- I. The Tenant Improvements made to the Premises have been inspected and are hereby accepted by the Government. The start date for Rent is hereby established as October 20, 2016.
- II. The Commencement Date of this Lease is hereby established as October 20, 2016. The Government shall have and hold the Premises with their appurtenances for the term beginning upon October 20, 2016 and continuing for a period of Fifteen (15) Years, Ten (10) Years Firm at the rates in Lease Paragraph 1.03 (as amended below).
- III. In accordance with Lease Paragraphs 1.03.C and 1.08, the final amount of Tenant Improvement Allowance used is hereby established as \$556,425.45 and the BSAC as \$44,600.00; therefore, the rent table established in Paragraph 1.03 of the Lease is hereby deleted and replaced as follows:

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 Kooval
Title: Manager
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: 11-8-16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Philip Perry
Title: VP
Date: 11/4/16

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

	FIRM TERM OCTOBER 20, 2016 – OCTOBER 19, 2026	NON-FIRM TERM OCTOBER 20, 2026 – OCTOBER 19, 2031
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$283,499.58	\$299,250.00
TENANT IMPROVEMENTS RENT ²	\$67,602.45	\$0.00
OPERATING COSTS ³	\$89,594.00	\$89,594.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$5,418.64	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$446,114.67	\$388,844.00

¹Shell rent calculation:

(Firm Term) \$18.00 per RSF multiplied by 15,750 RSF
(Non-firm Term) \$19.00 per RSF multiplied by 15,750 RSF

²The Tenant Improvement Allowance of \$556,425.45 is amortized at a rate of 4.00 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.69 per RSF multiplied by 15,750 RSF

⁴Building Specific Amortized Capital (BSAC) of \$44,800.00 are amortized at a rate of 4.00 percent per annum over 10 years

⁵Parking costs described under sub-paragraph H below

IV. Lease Paragraph 1.04 is hereby deleted in its entirety and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Studley, 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 Studley, 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.

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 \$37,176.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
- Month 2 Rental Payment \$37,176.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*
- Month 3 Rental Payment \$37,176.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*
- Month 4 Rental Payment \$37,176.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*
- Month 5 Rental Payment \$37,176.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*
- Month 6 Rental Payment \$37,176.22 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.*

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

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INITIALS:

JMK
LESSOR

& *[Signature]*
GOVT