

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 3 TO LEASE NUMBER GS-06P-LKS31037
ADDRESS OF PREMISES 1217 BILTMORE DRIVE, LAWRENCE, KS 66049-1915	PDN NUMBER PS0039028

THIS AGREEMENT, made and entered into this date by and between **RP LAWRENCE, 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 to establish initial occupancy and incorporate various Changes into the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 2018, as follows:

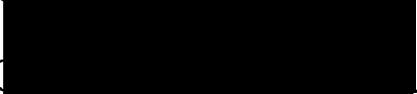
- A. The Government hereby accepts the space as substantially complete and rent shall commence on March 1, 2018, subject to the completion of the Punch List dated February 15, 2018.
- B. In accordance with the Government's acceptance of the Lessor's proposals, CORs 1-27 and 29-34, the total cost of the Tenant Improvements is \$2,884,803.38 including all Lessor fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements. As a result, Lease Amendment 1, paragraph B, is hereby amended to state, "... the Government elects to amortize \$2,065,328.78 and pay \$819,474.60 in a lump sum payment."
- C. In accordance with the Government's acceptance of the Lessor's proposal, COR 28, the BSAC amortized in the rent is amended to \$39,760.81.
- D. The Government hereby accepts the Lessor's proposal to remove the provision of electric and gas service from the requirements of the Lease. The Government shall contract for electric and gas service directly from the utilities providers.

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: Member
Entity Name: RP LAWRENCE LLC
Date: 3/6/18

FOR THE GOVERNMENT:

Signature: 
Name: S. Dennis Clemons
Title: Lease Contracting Officer
GSA, Public Buildings Service, West Leasing Services Branch
Date: 3B-18

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Philip Perry
Title: Member
Date: 3/6/18

E. Paragraph 1.03, RENT AND OTHER CONSIDERATION (APR 2015), is amended as follows:

	YEARS 1-5	YEARS 6-10	YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$304,000.00	\$320,000.00	\$336,000.00
TENANT IMPROVEMENTS RENT ²	\$215,894.77	\$215,894.77	\$215,894.77
OPERATING COSTS	\$70,533.00	\$70,533.00	\$70,533.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ³	\$4,156.31	\$4,156.31	\$4,156.31
TOTAL ANNUAL RENT	\$594,584.08	\$610,584.08	\$626,584.08

¹Shell rent calculation:

(Firm Term Years 1-5) \$19.00 per RSF multiplied by 16,000 RSF

(Firm Term Years 6-10) \$20.00 per RSF multiplied by 16,000 RSF

(Firm Term Years 11-15) \$21.00 per RSF multiplied by 16,000 RSF

²The Tenant Improvement Cost of \$2,065,328.78 is amortized at a rate of 6.5 percent per annum over 15 years.

³Building Specific Amortized Capital (BSAC) of \$39,760.81 is amortized at a rate of 6.5 percent per annum over 15 years

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

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of electric and gas), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of electric and gas service directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

F. Paragraph 1.04, BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012), is hereby deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. JLL (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 JLL 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] shall 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.

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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 \$49,548.67, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$49,548.67, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$49,548.67, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$49,548.67, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment \$49,548.67, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

Month 6 Rental Payment \$49,548.67, 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."

G. Paragraph 1.15, OPERATING COST BASE, is hereby amended as follows:

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 \$70,533.00/annum.

H. Paragraph 1.17, HOURLY OVERTIME HVAC RATES (AUG 2011), is hereby deleted in its entirety.

I. Paragraph 2.09, OPERATING COSTS ADJUSTMENT (JUN 2012), is hereby amended to delete references to heating and electricity as follows:

Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, and certain administrative expenses attributable to occupancy.

J. Paragraph 6.02, UTILITIES (APR 2011), is hereby deleted in its entirety.

K. Paragraph 6.03 is hereby deleted in its entirety and replaced with the following:

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for gas and electric. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

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- C. The Building operating plan shall be in effect as of the Lease Term Commencement Date and shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing.
- L. Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer and receipt of an original invoice from the Lessor, the Government shall reconcile the Tenant Improvement costs and adjust the Lease in accordance with its provisions. The Government shall reimburse the Lessor in the total amount of \$819,474.60 in a lump sum payment.

The original invoice shall be sent to:

<http://www.finance.gsa.gov/>
or
GSA, Finance Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice shall be sent to:

General Services Administration
Public Buildings Service
West Leasing Services (6P1RW)
Attn: S. Dennis Clemons
2300 Main Street, 7th Floor
Kansas City, MO 64108

Payment is contingent upon receipt of a proper invoice, which shall include:

- Invoice date;
- Name of the Lessor as shown on the Lease;
- Lease number GS-06P-LKS31037, Lease Amendment 1, and address of leased premises;
- Description, price, and quantity of the items delivered;
- Remit to address;
- Name, title, phone number, and mailing address of the person to be notified in the event of a defective invoice; and
- PDN # PS0039028.

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

- M. Both parties to the Lease agree that, upon the Government's vacation of the premises, the Government may at its sole discretion perform such environmental clean-up of the premises as the Government deems necessary including the removal and disposal of finishes, furnishing, fixtures and equipment.

If the Government elects to perform environmental clean-up, the Government shall restore any space subject to clean-up activities to warm lit Shell build-out standards. The Government shall not be required to restore the premises or replace disposed of finishes, furnishing, fixtures or equipment. Non-laboratory areas will not be restored to warm lit Shell build-out standards.

- N. Paragraph 2.6.3 of the Agency Specific Requirements is hereby amended to delete the following:

LABORATORY AREA: - Services, maintenance, cooling, and utilities shall be provided 24 hours per day, 7 days per week for the entire Laboratory area of the building and included in the rent.

- O. The Lessor hereby waives restoration except as contemplated above.

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