

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 1 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 **ROOKER PROPERTIES, 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 the Tenant Improvement costs and Notice to Proceed with construction

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 3, 2017, as follows:

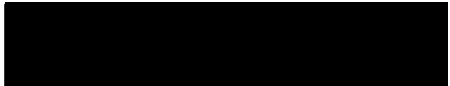
- A. The Government hereby accepts the Lessor's proposal dated July 17, 2017 in the total amount of \$2,808,441.90 to provide Tenant Improvements (TIs) in accordance with the Lease and the Rev 3 Drawings transmitted to the Government on June 23, 2017. All drawings, specifications, documents and correspondence between the Government and the Lessor and the Lessor's contractors related to the design documents are hereby incorporated by reference.
- B. In accordance with paragraph 1.09 of the Lease, the Government elects to amortize \$2,065,328.78 and pay \$743,113.12 in a lump sum payment. The Lessor shall commence work immediately and be completed by February 2, 2018.
- C. The Government hereby elects to waive the Building Specific Amortized Capital (BSAC) requirement for Shatter-Resistant Window Protection. As a result, the BSAC costs will be reduced by \$7,111.00 to \$37,489.00, commensurate with the Lessor's offer on the Security Unit Price List (FSL II).

- continued on page 2 -


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.

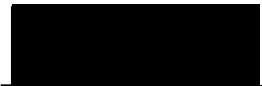
FOR THE LESSOR:

Signature: 
Name: John W. Braswell
Title: Senior Vice President
Entity Name: Rooker Properties LLC
Date: 9/20/17

FOR THE GOVERNMENT:

Signature: 
Name: S. Dennis Clemons
Title: Lease Contracting Officer
GSA, Public Buildings Service, West Leasing Services Branch
Date: 9.25.17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Philip Perry
Title: JP
Date: 9/20/17

D. As a result of the foregoing, paragraph 1.03 of the Lease is hereby 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	\$100,535.00	\$100,535.00	\$100,535.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ³	\$3,918.83	\$3,918.83	\$3,918.83
TOTAL ANNUAL RENT	\$624,348.61	\$640,348.61	\$656,348.61

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 \$37,489.00 is amortized at a rate of 6.5 percent per annum over 15 years

E. Paragraph 1.04 of the Lease 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.

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 \$52,029.05, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$52,029.05, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$52,029.05, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$52,029.05, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment \$52,029.05, minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

Month 6 Rental Payment \$52,029.05, 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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- F. 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 \$743,113.12 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.

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