



The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square feet (RSF) as noted above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Fountains Office Park, LP  
1401 Peachtree Street, Suite 400  
Atlanta, Ga 30309

4. Paragraph 5 is amended to read: The Government may terminate this lease, in whole or in part, at any time on or after February 13, 2016 by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."
5. Paragraph 8 is amended to read: In accordance with Solicitation for Offers 9GA2140 paragraph 3.3 *Tenant Improvements Rental Adjustments*, the rent rate in paragraph 3 above for the rent over the firm term of the Lease period February 14, 2011 – February 13, 2016 (60 months) includes \$98,605.00 Tenant Alterations costs (\$ 4.59 per ABOASF, per 4,210 ABOASF), amortized over the five (5) year firm term period of the lease contract at an interest rate of 8% per year, using end of month payment computations (\$5.32 per ABOASF, \$4.63 per RSF). The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. The entire tenant improvement allowance, as noted in Standard Form 2 was not used."
6. Paragraph 16 is amended to read: In accordance with Solicitation for Offers 9GA2140 paragraph 2.2, *Broker Commission and Commission Credit*, Smith Real Estate Services, Inc (SRES) on behalf of CB Richard Ellis is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and SRES have agreed to a cooperating lease commission equal to [redacted] percent [redacted] of the Aggregate Lease Value for the initial firm term value of this lease ("Commission"). The total amount of the Commission is [redacted]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the lease is awarded and (ii) one half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [redacted], which is [redacted] of the Commission, will be payable to SRES, when the Lease is awarded. The remaining [redacted], which is [redacted] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced 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.



First Month's rental payment of \$6,988.62 minus the prorated commission credit of [redacted] equals [redacted] (adjusted first month's rent).

Second Month's rental payment of \$6,988.62 minus the prorated commission credit of [redacted] equals [redacted] (adjusted second month's rent).

Third Month's rental payment of \$6,988.62 minus the prorated commission credit of [redacted] equals [redacted] (adjusted third month's rent).

All other terms and conditions of the lease shall remain in force and effect.

Last Item

 &   
Lessor Government