

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 <i>✓</i>
	TO LEASE NO. GS-04P-LGA00094
	BUILDING NO. GA1175zz
ADDRESS OF PREMISES: 5870 OAKBROOK PARKWAY NORCROSS, GA 30093-1846	PDN Number: N/A

THIS AMENDMENT is made and entered into between Oakbrook Ventures 5, LLC, a Georgia Limited Liability Company 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 Beneficial Occupancy and lease commencement and restate the full service rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon September 11, 2017 as follows:

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning **September 1, 2017** through **August 31, 2027** as required by this Lease and continuing for a period of


10 Years, 5 Years Firm Term

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: Murray Leavis
Title: cfo
Entity Name: Oakbrook Ventures 5 LLC
Date: 9-12-17

FOR THE GOVERNMENT:

Signature: 
Name: Michael Monaghan
Title: Contracting Officer
GSA, Public Buildings Service
Date: 10-5-2017

REV 10/17/17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: John W. Braswell
Title: Senior Vice President
Date: 9/12/17

DUNNS No.: 080365131

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears as follows:

25,000 RSF / 22,848 ABOA SF (Warehouse) CAF: 1.09418768 Government Occupancy: 50%	FIRM TERM 9/1/2017 - 8/31/2022	RATE PER	RATE PER	Non-Firm TERM 9/1/2022 - 8/31/2027	RATE PER	RATE PER
	ANNUAL RENT	RSF	ABOASF	ANNUAL RENT	RSF	ABOASF
Shell Rent ¹	\$168,250.00	\$6.73	\$7.36	\$220,500.00	\$8.82	\$9.65
Tenant Improvement Allowance ²	\$32,254.95 \$32,256.46	\$1.29	\$1.42	\$0.00		
Operating Costs ³	\$38,826.65	\$1.55	\$1.70	\$38,826.65	\$1.55	\$1.70
Building Specific Capital (BSAC) ⁴	\$3,869.68	\$0.16	\$0.17	\$0.00		
Other ⁵ (Overtime Utilities)	\$20,448.35	\$0.82	\$0.89	\$20,448.35	\$0.82	\$0.89
Parking ⁶ 10 reserved surface spaces	\$0.00			\$0.00		
TOTAL ANNUAL RENT	\$263,649.99 \$263,651.14	\$10.55	\$11.54	\$279,775.00	\$11.19	\$12.24

- 1 Shell rent calculation: \$6.73 per RSF multiplied by 25,000 RSF. Rate per square foot (rounded).
- 2 The Tenant Improvement Allowance of \$145,958.00 is amortized at a rate of four (4%) percent per annum over five (5) years firm term.
- 3 Operating Costs rent calculation: \$1.5531 per RSF multiplied by 25,000 RSF. Rate per square foot (rounded).
- 4 Building Specific Amortized Capital (BSAC) of \$17,510.00 is amortized at a rate of four (4%) percent per annum over five (5) years firm term = \$3,869.68 annual rent
- 5 Other: 24/7 HVAC Overtime Utilities Operating Cost for 24/7 Climate Control - \$0.8179 per RSF multiplied by 25,000 RSF. (Rounded)
- 6 Parking - Ten (10) surface parking spaces, marked Reserved, at no additional charge to the Government.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 22,848 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517, Paragraph 20(c).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INITIALS:  & 
LESSOR & GOVT