

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	<b>TO LEASE NO. GS-04P-LGA60166</b>
ADDRESS OF PREMISES: 2300 Lake Park Drive S.E. Smyrna, GA 30080-4076	PDN Number:

THIS AMENDMENT is made and entered into between BROOKWOOD 2300 LAKEPARK DRIVE, LLC whose address is: 72 CHERRY HILL DRIVE, BEVERLY, MA, 01915-1882 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended May 1, 2014 to correct the lease number GS-04P-LGA61066 inscribed on GSA Form L202/Lease Amendment Number 1 and any documents pertaining to said lease.


The correct lease number is: **GS-04P-LGA60166.**

**Lease Number GS-04P-LGA61066 is hereby deleted and replaced with GSA Lease Number GS-04P-60166.**

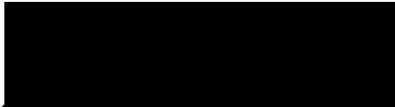
This Lease Amendment contains 1 page.  
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

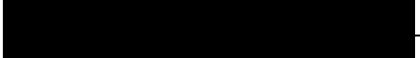
**FOR THE LESSOR**

Signature:   
Name: Kurt  
Title: Authorized Signer  
Entity Name: Brookwood 2300 Lake Park Drive, LLC  
Date: 5/1/14

**FOR THE GOVERNMENT:**

Signature:   
Name: Maria Sent  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 05/05/2014

**WITNESSED FOR THE LESSOR BY**

Signature:   
Name: Admin. Asst.  
Title: Admin. Asst.  
Date: 5/1/14

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. <b>GS-04P-LGA61066</b>
ADDRESS OF PREMISES: 2300 Lake Park Drive S.E. Smyrna, GA 30080-4076	PDN Number:

**THIS AMENDMENT** is made and entered into between **BROOKWOOD 2300 LAKEPARK DRIVE, LLC** whose address is: **72 CHERRY HILL DRIVE, BEVERLY, MA, 01915-1882** 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 in accordance with Lease Contract Paragraph entitled "Lease Term".

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 May 1, 2014 to establish beneficial occupancy and lease term of Lease **GS-04P-LGA61066**. Paragraphs entitled "Lease Term" and subparagraph 1.03 (A) "Rent and Other Considerations", are deleted in their entirety and the following substituted therefore.

**A.** The Lessor hereby leases to the Government a total of 37,282 RSF (32,561 ANSI/BOMA Office Area (ABOA) located at 2300 LAKE PARK DRIVE S.E., Smyrna, GA30080-4076, together with 11 on site surface parking spaces.

**B.** TO HAVE AND TO HOLD the said premises with their appurtenances for the Five (5) YEAR term beginning on May 1, 2014 through April 30, 2019.

**C. Paragraph 1.01 (B).** The Common Area Factor (CAF) is established as 43.68%.

**D. Paragraph 1.03 (A).** The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on 37,282 RSF as follows:

	05/01/2014 – 04/30/2019
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$394,816.38
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 000,000.00
OPERATING COSTS <sup>3</sup>	\$ 227,047.38
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 000,000.00
PARKING <sup>5</sup>	\$ 000,000.00
<b>TOTAL ANNUAL RENT</b>	<b>\$621,863.76</b>

<sup>1</sup>Shell rent calculation: (Firm Term) \$10.59 per RSF multiplied by 37,282 RSF (Non Firm Term) \$10.59 per RSF multiplied by 37,282 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$XX is amortized at a rate of XX percent per annum over X years.

<sup>3</sup>Operating Costs rent calculation: \$6.09 per RSF multiplied by 37,282 RSF. Operating Cost are subject to annual CPI increases through 2019.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of XX percent per annum over X years

<sup>5</sup>Parking costs are for XX reserved parking spaces and X structured parking spaces reflecting a rate of \$XX per reserved space and \$XX per structured space per month.

Continued

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

Signature: \_\_\_\_\_  
Name: Kurt M. Cernich  
Title: Authorized Signer  
Entity Name: Brookwood 2300 Lake Park Drive, LLC  
Date: 4/1/14

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, and  
Date: 04/07/2014

WITNESSED

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Admin. Asst  
Date: 4/1/14

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
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Continued

**E. Paragraph 1.11.** As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 43.68 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 37,282 RSF by the total Building space of 85,347RSF.

**F. Paragraph 1.13.** 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 \$6.09 per RSF (\$227,047.38/annum). Operating Costs are subject to an annual CPI adjustment as referred to in Section 2.09.

**H. Paragraph 1.15.** The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$40.00 per hour for the entire premises

**I. Paragraph 1.17.** Space is leased and accepted in as-is condition. No improvements are required for occupancy.

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: Kurt M. Cannon  
Title: Authorized Signer  
Entity Name: Brookwood 2300 Lake Park Drive LLC  
Date: 4/1/14

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: Maria Dent  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 04/03/2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: Admin ASST.  
Title: Admin ASST.  
Date: 4/1/14