

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04P-62261
ADDRESS OF PREMISES 2183 Northlake Parkway, Tucker, Georgia 30084-4108	PDN Number:

THIS AMENDMENT is made and entered into between **LaVista Office Park, LLC**.

whose address is: **2183 Northlake Parkway, Tucker, Georgia 30084-4108**

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 1.3(A) and establish the release of Tenant Improvement (TI) Rent upon completion of the TIs.

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 **February 18, 2014** to establish beneficial occupancy and lease term of Lease **GS-04P-62261**. Paragraphs 1.3(A) is deleted in its entirety and the following substituted therefore.

1. The Lessor hereby leases to the Government a total of **6,930 RSF (6,465 ANSI/BOMA Office Area (ABOA))** located at **2183 Northlake Parkway, GA 30084-4108**.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the **Ten (10) YEAR term beginning on January 1, 2014 through December 31, 2023**.

This Lease Amendment contains **{2}** pages.

Except as modified in this Amendment, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Amendment conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Amendment shall control and govern.

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

FOR THE LESSOR



Signature:

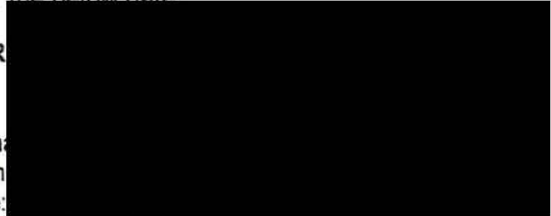
Name:

Title:

Entity Name: **LaVista Office Park, LLC**

Date: **4/15/2014**

FOR THE GOVERNMENT



Signature:

Name:

Title:

Entity Name: **GSA, Public Buildings Service,**

Date: **4-17-14**

WITNESSES



Signature:

Name:

Title:

Date: **Vanessa Wallace Admin 4/15/2014**

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on 6,930 RSF as follows:

	01/01/2014 – 12/31/2018	01/01/2019 – 12/31/2023
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$55,440.00	\$55,440.00
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00
OPERATING COSTS ³	\$ 43,579.92	\$ 43,579.92
PARKING ⁴	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$99,019.92	\$99,019.92

¹Shell rent calculation:
 (Firm Term) \$8.00 per RSF multiplied by 6,930 RSF
 (Non Firm Term) \$8.00 per RSF multiplied by 6,930 RSF
²The Tenant Improvement Allowance \$85,000.00 amortized at a rate of 7 percent per annum over 5 years.
³Operating Costs rent calculation: \$6.29 (rounded) per RSF multiplied by 6,930 RSF.
⁴28 Parking spaces at no cost to the government.

4. The Rental Rates stated in paragraph 1.3 of this Lease Amendment reflect the Government's withholding of TI Rent. The Government shall release the TI rent upon completion and acceptance of the TI work. Completion of the TI work must be completed no later than August 1, 2014.

5. BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)

A. Studley, Inc. subcontracted to T. Dallas Smith & Company ("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 [REDACTED] of the Commission, has been paid to T. Dallas Smith & Company 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 rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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 paid rental payments and continue as indicated in this schedule below for adjusted Monthly Rent. Due to the free rent included in the lease, the commission credit will begin offsetting shell rent in month 4 and continue as follows:

- Month 1 Rental Payment \$ 8,251.66 minus Lessor's Free Rent Credit of \$ [REDACTED] equals \$ [REDACTED] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$ 8,251.66 minus Lessor's Free Rent Credit of \$ [REDACTED] equals \$ [REDACTED] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$ 8,251.66 minus Lessor's Free Rent Credit of [REDACTED] equals \$ [REDACTED] adjusted 3rd Month's Rent.
- Month 4 Rental Payment \$ 8,251.66 minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
- Month 5 Rental Payment \$ 8,251.66 minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.
- Month 6 Rental Payment \$ 8,251.66 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.
- Month 7 Rental Payment \$ 8,251.66 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.
- Month 37 Rental Payment \$ 8,251.66 minus Lessor's Free Rent Credit [REDACTED] equals \$ [REDACTED] adjusted 37th Month's Rent.
- Month 49 Rental Payment \$ 8,251.66 minus Lessor's Free Rent Credit of [REDACTED] equals \$ [REDACTED] adjusted 49th Month's Rent.

INITIALS:  & 
 LESSOR & GOV'T