

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 2</b>  <b>TO LEASE NO. GS-04P-LGA62455</b>
<b>ADDRESS OF PREMISES</b> 2920 Brandywine Road Atlanta, GA 30341-5539	<b>PDN Number: N/A</b>

**THIS AMENDMENT** is made and entered into between

**DRA CRT CHAMBLEE LLC**, a Delaware limited liability company

By: Mez DRA CRT LLC,

By: CRT OP LLC,

By: DRA CRT Acquisition Corp., its managing member

whose address is: 2951 Flowers Road, Suite 220  
Atlanta, GA 30341-5533

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 upon the Government's execution of this Lease Amendment (LA) to:

1. Establish a Beneficial Occupancy date of the premises of 12/16/2016.
2. Begin rent based off the modified rent structure noted below. Note, only the Shell and Operating portions of the rent structure shall become effective as of 12/16/2016. The Tenant improvement and BSAC allowance of, \$2,655,363.43 and \$524,135.00, respectively, shall be amortized over the remaining Firm Term of the Lease as of the date of completion, inspection, and acceptance of the tenant improvements as signified by an executed Lease Amendment in accordance with Lease Amendment 1 and Paragraphs 1.03 and 1.09 of the Lease.

This Lease Amendment contains 3 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: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

Jean Marie Apruzzese

Vice President

01-17-2017

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jaskamal S. Tucker

Lease Contracting Officer

GSA, Public Buildings Service,

2/13/17

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

B. C. McPhail

Lease Administrator

01-17-2017

3. Modify the Broker Commission noted in the lease document Section 1.04.
4. For purposes of this beneficial occupancy, the Agency will continue to occupy 44,190 RSF (Block A – Occupied Space) at the Shell and Operating Rent in the Lease and will pay rent on an additional 27,390 RSF (Block B – Unoccupied Space) at the Shell Rent in the Lease plus the Vacant Premises Rate of \$3.30 per RSF. Therefore, Paragraph 1.03.A. of the Lease as amended by Lease Amendment Number 1 is hereby deleted in its entirety and replaced as follows:

"A. the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

**Block A – Occupied Space**

	FIRM TERM 12/16/2016 – 12/15/2020	FIRM TERM 12/16/2020 – 12/15/2024	NON-FIRM TERM 12/16/2024 – 12/15/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$825,561.64	\$875,236.88	\$919,492.87
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$205,587.83	\$205,587.83	\$205,587.83
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,031,149.47</b>	<b>\$1,080,824.71</b>	<b>\$1,125,080.70</b>

<sup>1</sup>Shell rent calculation:

(Firm Term 12/16/2016 – 12/15/2020) \$18.68 per RSF multiplied by 44,190 RSF

(Firm Term 12/16/2020 – 12/15/2024) \$19.81 per RSF multiplied by 44,190 RSF

(Non-firm Term 12/16/2024 – 12/15/2028) \$20.81 per RSF multiplied by 44,190 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.00 percent per annum over 8 years.

<sup>3</sup>Operating Costs rent calculation: \$4.65 per RSF multiplied by 44,190 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 6.00 percent per annum over 8 years

<sup>5</sup>Parking costs described under sub-paragraph H below

**Block B – Unoccupied Space**

	FIRM TERM 12/16/2016 – 12/15/2020	FIRM TERM 12/16/2020 – 12/15/2024	NON-FIRM TERM 12/16/2024 – 12/15/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$511,702.49	\$542,492.37	\$569,923.28
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$90,301.23	\$90,301.23	\$90,301.23
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$602,003.72</b>	<b>\$632,793.60</b>	<b>\$660,224.51</b>

<sup>1</sup>Shell rent calculation:

(Firm Term 12/16/2016 – 12/15/2020) \$18.68 per RSF multiplied by 27,390 RSF

(Firm Term 12/16/2020 – 12/15/2024) \$19.81 per RSF multiplied by 27,390 RSF

(Non-firm Term 12/16/2024 – 12/15/2028) \$20.81 per RSF multiplied by 27,390 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.00 percent per annum over 8 years.

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<sup>3</sup>Operating Costs rent calculation: \$3.30 per RSF multiplied by 27,390 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 6.00 percent per annum over 8 years

<sup>5</sup>Parking costs described under sub-paragraph H below

### Total Composite Rent

	FIRM TERM 12/16/2016 – 12/15/2020	FIRM TERM 12/16/2020 – 12/15/2024	NON-FIRM TERM 12/16/2024 – 12/15/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$1,337,264.13	\$1,417,729.25	\$1,489,416.15
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$295,889.06	\$295,889.06	\$295,889.06
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,633,153.19</b>	<b>\$1,713,618.31</b>	<b>\$1,785,305.21</b>

<sup>1</sup>Shell rent calculation:

(Firm Term 12/16/2016 – 12/15/2020) \$18.68 per RSF multiplied by 71,580 RSF

(Firm Term 12/16/2020 – 12/15/2024) \$19.81 per RSF multiplied by 71,580 RSF

(Non-firm Term 12/16/2024 – 12/15/2028) \$20.81 per RSF multiplied by 71,580 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.00 percent per annum over 8 years.

<sup>3</sup>Operating Costs rent calculation: \$4.16 per RSF multiplied by 71,580 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 6.00 percent per annum over 8 years

<sup>5</sup>Parking costs described under sub-paragraph H below

In Instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term."

- I. Lease Paragraph 1.04 as amended by Lease Amendment #1 is hereby deleted in its entirety and replaced as follows:

### **"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Studley, Inc. (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 Studley, Inc. 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.

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 \$136,096.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$136,096.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS:  &   
LESSOR GOVT