

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT No. 3	DATE <i>January 7, 2011</i>
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-04B-48008	PAGE 1 of 2
ADDRESS OF PREMISES 2300 Lake Park Drive Smyrna, GA 30080-7696			
THIS AGREEMENT, made and entered into this date by and between Brookwood 2300 Lake Park Drive, LLC			
whose address is 72 Cherry Hill Drive, 2 nd Floor Beverly, MA 01915-1030			
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:			
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>August 13, 2010</u> as follows:			
The following paragraphs of the Lease are hereby deleted in their entirety and replaced with the following paragraphs for the purpose of reconciling this Lease:			
"7. AMOUNT OF ANNUAL RENT			
At the request of the tenant agency, the Government and Lessor agreed to delay commencement of Tenant Improvements until the end of June or beginning of July 2010. Thus, until such work was completed, annual rent at lease commencement excluded the Tenant Improvement Allowance, yielding annual rent of \$29,788.37 to include only Shell (\$23,357.08) and Operating (\$6,431.29). Upon substantial completion of Tenant Improvements, annual rent would be adjusted upward to include the Tenant Improvement Allowance, yielding annual rent of \$42,548.11, or annual rent including the <i>actual</i> cost of Tenant Improvements, whichever amount was the lesser of the two. Furthermore, payments for Tenant Improvements shall be retroactive starting June 1, 2010.			
On August 13, 2010, GSA inspected and accepted the Tenant Improvements (TI). The <i>actual</i> TI cost of \$8,277.00 amortized at 8% over the firm term of the Lease yields annual TI rent of \$2,013.93 (rounded). Thus, the adjusted annual rent is \$31,802.30 (\$29,788.37 + \$2,013.93) effective June 1, 2010 through May 31, 2015.			
Effective June 1, 2015 through May 31, 2020, annual rent shall be \$29,788.37."			
Continued on Page 2 of 2			
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 above date.			
LESSOR: Brookwood 2300 Lake Park Drive, LLC			
BY <u><i>Kurt M. [Signature]</i></u> (Signature)		<u>Authorized signer</u> (Title)	
IN PRESENCE OF			
<u><i>Nicole [Signature]</i></u> (Signature)		<u>[Redacted]</u> (Address)	
UNITED STATES OF AMERICA			
BY <u><i>William J. Kidwell</i></u> (Signature)		William Justin Kidwell, CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION (Official Title)	

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"8. RATE PER MONTH

Prior to completion of Tenant Improvements, the monthly rate was \$2,482.36 (rounded). Upon substantial completion of Tenant Improvements, the monthly rate would be adjusted upward to include the Tenant Improvement Allowance, yielding monthly rent of \$3,545.68, or \$2,482.36 plus the *actual* monthly cost of Tenant Improvements, whichever amount was the lesser of the two. Furthermore, payments for Tenant Improvements shall be retroactive starting June 1, 2010.

On August 13, 2010, GSA inspected and accepted the Tenant Improvements (TI). The *actual* TI cost of \$8,277.00 amortized at 8% over the firm term of the lease yields monthly TI rent of \$167.83 (rounded). Thus, the adjusted monthly rent is \$2,650.19 (rounded) (\$2,482.36 + \$167.83) effective June 1, 2010 through May 31, 2015.

Effective June 1, 2015 through May 31, 2020, monthly rent shall be \$2,482.36."

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker. The [REDACTED] balance equates to [REDACTED]. Any commissions due and owing to the Broker at lease award, if any, should have already been paid by the Lessor in accordance with the Commission Agreement as agreed to and executed by the Lessor and the Broker. Any remaining commissions should also be paid by the Lessor in accordance with the Commission Agreement as agreed to and executed by the Lessor and the Broker.

Notwithstanding section C. Rental of GSA Form 3626, the shell rental payments due and owing under this Lease shall be reduced to fully recapture the 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:

First Month's Rental Payment of \$2,650.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

The above commission language is intended to supplement, not replace, the commission language in SLA No. 1.

INITIALS: KMY & WQK
LESSOR GOVT