

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-50069
ADDRESS OF PREMISES Medlock Oaks 3100 Medlock Bridge Road Norcross, Georgia 30071-1439	PDN Number:

THIS AMENDMENT is made and entered into between **Business Park Investors Group Owner, LLC** whose address is: **101 Marietta Street, Suite 3110, Atlanta, Georgia 30303**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease contract to accept the space and establish beneficial occupancy.

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 September 1, 2013 as follows:

Paragraph 2 of the lease is hereby deleted in its entirety and replaced as follows:

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on September 1, 2013 through August 31, 2023, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 of the lease is hereby deleted in its entirety and replaced as follows:

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

TERM	ANNUAL RENT ¹	RATE per RSF ²	RATE per ABOASF ³	MONTHLY RATE
9/1/2013 – 8/31/2018	\$109,748.75	\$15.16	\$15.16	\$9,145.73
9/1/2018 – 8/31/2023	\$115,838.20	\$16.00	\$16.00	\$9,653.18

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 of the Standard Form 2.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9 of the Standard Form 2.

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es subscribed their names as of the below date.

FOR THE G

Signature:

Name:

Title:

GSA:

Date:

Maria Dent
Lease Contracting Officer
Public Buildings Service

Date:

9/12/13
FOR THE GSA

WITNESSED

Signature:

Name:

Title:

Date:

[Redacted Signature]
[Redacted Name]
[Redacted Title]
9/12/13

Paragraph 4 of the lease is hereby deleted in its entirety and replaced as follows:

4. The Government may terminate this lease, in whole or in part, at any time on or after September 1, 2018, by giving the Lessor at least ninety (90) days' notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

Paragraph 8a is hereby added as follows:

Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the actual Tenant Improvements total \$43,681.36 (\$6.03 / ABOASF) amortized over 60 months at 0%, payable at the rate of \$1.21 per RSF (\$1.21 per ABOASF), \$728.02 monthly or \$8,736.27 annually (rounded), and is included in the annual rent payment identified in Paragraph 3 of this Lease Amendment.

Paragraph 22 of the lease is hereby deleted in its entirety and replaced as follows:

In accordance with SFO 9GA2013, Paragraph 2.2, "Broker Commission and Commission Credit", Jones Lang LaSalle ("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. Due to the Commission Credit described in SFO 9GA2013 Paragraph 2.2, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle 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.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$9,145.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$9,145.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Paragraph 8.5 DRINKING FOUNTAINS (AUG 2008) of SFO NO. 9GA2013 11/05/09 is hereby deleted in its entirety.

All other terms and conditions of the lease shall remain in force and effect.

END OF DOCUMENT

INITIALS: (S) & MD
LESSOR GOVT