

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-04B-62691
ADDRESS OF PREMISES 1200 Ashwood Parkway, Suites 230 and 450 Atlanta, GA 30338	PDN Number:

THIS AMENDMENT is made and entered into between **APG 1200, LLC**

whose address is: **1718 Peachtree Street, Suite 100, Atlanta GA 30309**

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 issue a notice to proceed with the Tenant Improvement:

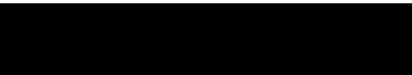
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 26, 2014 as follows:


- I. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements as specified in the Boggs Vickers construction drawings dated 5/21/2014 incorporated into the lease as Exhibit A, 26 pages and issues a Notice to Proceed for Tenant Improvements in the amount of \$352,585.10.
- II. In accordance with the Lease Contract paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$258,648.45. The Tenant Improvement Allowance (TIA) amount provides \$118,000.00 for existing occupied area of 5,900 ABOA SF and \$140,648.45 for expansion/new occupancy area of 3,611 ABOA SF. The TIA is the amount the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0.00 percent.
- III. The Government agrees to make a lump sum payment to the Lessor for the remaining TI in the amount of \$93,936.65. The Lessor shall provide proper invoice for this amount only per the invoice instruction contained in this Lease Amendment (LA) and by referencing PS0029285.
- IV. The occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

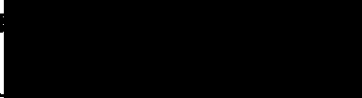
This Lease Amendment contains 2 page.

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:

FOR THE LESSOR 
 Signature: _____
 Name: K. Courtland Thomas
 Title: President
 Entity Name: APG Ashwood LLC
 Date: 7/18/14

FOR THE GOVERNMENT 
 Signature: _____
 Name: Dion D. Reij
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 7/21/2014

WITNESSED BY 
 Signature: _____
 Name: Grace Edwards
 Title: Leasing Associate
 Date: 7.18.14

V. Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent LA.

VI. By acceptance of this LA, the Lessor further substantiates that no further costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional change orders to the original construction cost, they will also be incorporated by Lease Amendment and a notice to proceed will be issued.

VII. The Lessor waives all restoration rights.

VIII. Invoice instructions:

The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at www.finance.gsa.gov/vendors and follow the directions for invoice submittal. If you have any difficulty, please contact the Contracting Officer.

Please submit the invoice for payment electronically according to the instructions above, if possible, or by mail on the Lessor's letterhead to the following:

General Services Administration
Greater southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

Mail an addition copy to :

General Services Administration
Leasing Division (4PR1B)
77 Forsyth Street, Suite G-40
Atlanta, GA 30303

A proper invoice must include:

An invoice number provided by the Contracting Officer. Please include this number: PS0029285

Name of your Business Concern and Invoice Date

Lease Contract No., Lease Amendment No. 1, and Building Location

Description and Price of items in conformance with this Lease Amendment.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

INITIALS: _____
LESSOR

& 
GOVT