

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 8, 2015 as follows:

- The Government hereby accepts the Lessor's cost proposal for Change Order No. 1 to the Tenant Improvement scope of work requested by the Tenant Agency for the following; and issues a Notice to Proceed for the tenant improvement change order, not to exceed the amount of \$5,566.00:

- | | |
|--|------------|
| A. SUITE 230 | |
| Floor Core | ██████████ |
| • Scan | |
| • Floor Core and Floor Box | |
| • Circuit | |
| B. Suite 450 | |
| ██ | ██████████ |
| Wall Sleeve Above Ceiling, 3 each x 2" | |
| • Sleeve Between Rooms 402/406 | |
| Add Receptacles in Cabinets, 4 each | ██████████ |
| Add Cat6 Cable to 4 each locations, Labor Only | |
| C. FEES | |
| CM Fee | \$265.00 |

- The Lessor and the Government agree that the Tenant Improvement lump sum payment amount will be increased by \$5,566.00, changing the lump sum payment from \$93,936.65 to \$99,502.65, and confirms completion of the work by the

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 date.

FOR THE ██████████
 Signature: _____
 Name: _____
 Title: PRESIDENT
 Entity Name: APG 1200, LLC
 Date: 1/9/2015

FOR THE G ██████████
 Signature: _____
 Name: David D. Reid
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 1/9/2015

WITNESSE ██████████
 Signature: _____
 Name: _____
 Title: MANAGER
 Date: 1/9/2015

Lessor and acceptance of the work by the Government. No additional funding will be authorized under this Lease Amendment.

3. The LEASE TERM of the GSA Form L201C Lease Contract is amended as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years firm, beginning November 19, 2014 through November 18, 2024, subject to termination and renewal rights as may be hereinafter set forth. Upon execution of this Lease Amendment the rent considerations listed below will start from November 19, 2014.

4. Paragraph 1.03. A. RENT AND OTHER CONSIDERATION of the GSA Form L201C Lease Contract is restated in the following format:

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

	FIRM TERM 11/19/2014 – 11/18/2024		
	ANNUAL RENT	PRSF RATE	ABOASF RATE
SHELL RENT ¹	\$151,630.10	\$13.58	\$18.29
TENANT IMPROVEMENTS RENT ²	\$25,864.85	\$2.32	\$2.66
OPERATING COSTS ³	\$48,758.85	\$4.37	\$5.02
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$226,253.80	\$20.27	\$23.31

¹Shell rent calculation:
(Firm Term) \$13.58 per RSF multiplied by 11,163 RSF
(Non Firm Term) N/A

²The Tenant Improvement Allowance of \$258,648.45 is amortized at a rate of zero (0) percent per annum over 10 years.

³Operating Costs rent calculation: \$4.37 per RSF multiplied by 11,163 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of zero (0) percent per annum over 10 years.

⁵Parking costs are for (0) reserved parking spaces and 618 surface/outside parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month. The 618 parking spaces stated in the lease contract "are unreserved for the non-exclusive use of the Government and other building tenants".

5. The Lessor shall provide proper invoice for the lump sum reimbursement per the following 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

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. 2, 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.

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INITIALS:


LESSOR

&


GOVT