

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LGA60019
ADDRESS OF PREMISES Franklin Way Building 2036 Franklin Way Marietta, GA 30067-8711	PDN Number:

**THIS AMENDMENT** is made and entered into between **711 Spring Street Associates,**

whose address is: **817 W. Peachtree Street, NW**  
**Atlanta, GA 30308-1121**

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

**WHEREAS,** the parties hereto desire to amend the above Lease to establish the beneficial occupancy date; rental rates; and tenant improvement allowance amortization.

**NOW THEREFORE,** these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 28, 2014 as follows:

**A. Page 1 – Lease (paragraph)** as set forth in the Succeeding/Superseding Lease GSA Form L202 (Sept 2013) is hereby deleted and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the **term of ten (10) years, five (5) year firm term,** years beginning **July 1, 2014 through June 30, 2024,** subject to termination and renewal rights as may be hereafter set forth.



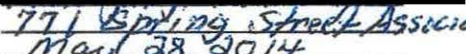
**B. Paragraph 1.03** as set forth in the Succeeding/Superseding Lease GSA Form L202 is hereby amended as follows:

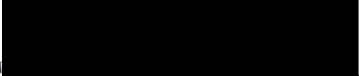
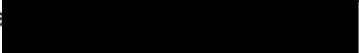
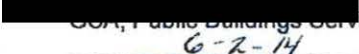
This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

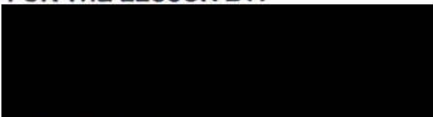
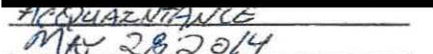
**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title:   
Entity Name: 711 Spring Street Associates  
Date: May 28, 2014

Signature:   
Name:   
Title:   
Date: GSA, Public Buildings Service, 6-2-14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name:   
Title: ACQUAINTANCE  
Date: MAY 28, 2014

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)**

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364-S and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease as set forth in the following Rent Table.

**RENT TABLE – 11,198 RSF / 10,152 ABOASF**

TERM	BASE RENT (Shell)	OPERATING COST	TENANT IMPROVEMENT ALLOWANCE	ANNUAL RENT	TOTAL RATE Per RSF	ABOA SF RATE	MONTHLY RATE
07/01/2014 – 06/30/2019	\$168,750.00	\$74,100.00	\$8,577.88	\$251,427.88	\$22.45	\$24.77	\$20,952.32
07/01/2019– 06/30/2024	\$168,750.00	\$74,100.00	\$0	\$242,850.00	\$21.69	\$23.92	\$20,237.50

Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364-S, rights to parking areas will be deemed included in the rent. Base Rent shall not be adjusted for changes in Taxes or Operating Costs. Shell Rent shall not be adjusted for changes in taxes or operating costs.

Common Area Factor: The Common Area Factor (CAF) is established as **1.10303388** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. **Paragraph 1.12** as set forth in the Succeeding/Superseding Lease GSA Form L202 is hereby amended as follows:

**1.12 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$17,700.00**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease, is **100% percent** based upon **11,198 RSF** and **Total Building Area of 11,198 square feet**. Percentage of Occupancy is subject to revision based on actual measurement of Government occupied space at time of inspection, not to exceed the maximum ANSI BOMA usable square footage stated in the Request for Lease Proposal (RLP), and in accordance with GSAF3517, GENERAL CLAUSES.

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

ATTACHMENT: Exhibit A – GSA Form 1364S

INITIALS:  &   
LESSOR & GOVT