

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <i>12</i>
	TO LEASE NO. GS-04P-LGA61066
ADDRESS OF PREMISES: 2300 Lake Park Drive S.E. Smyrna, GA 30080-4076	PDN Number:

THIS AMENDMENT is made and entered into between BROOKWOOD 2300 LAKEPARK DRIVE, LLC whose address is: 72 CHERRY HILL DRIVE, BEVERLY, MA, 01915-1882 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 beneficial occupancy in accordance with Lease Contract Paragraph entitled "Lease Term".

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 May 1, 2014 to establish beneficial occupancy and lease term of Lease GS-04P-LGA61066. Paragraphs entitled "Lease Term" and subparagraph 1.03 (A) "Rent and Other Considerations", are deleted in their entirety and the following substituted therefore.

A. The Lessor hereby leases to the Government a total of 37,282 RSF (32,560 ANSI/BOMA Office Area (ABOA) located at 2300 LAKE PARK DRIVE S.E., Smyrna, GA30080-4076, together with 11 on site surface parking spaces.

B. TO HAVE AND TO HOLD the said premises with their appurtenances for the Five (5) YEAR term beginning on May 1, 2014 through April 30, 2019.

C. Paragraph 1.01 (B). The Common Area Factor (CAF) is established as 45.06%. *1.14590*

D. Paragraph 1.03 (A). The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on 37,282 RSF as follows:

	05/01/2014 - 04/30/2019
	ANNUAL RENT
SHELL RENT ¹	\$394,816.38
TENANT IMPROVEMENTS RENT ²	\$ 000,000.00
OPERATING COSTS ³	\$ 227,047.38
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 000,000.00
PARKING ⁵	\$ 000,000.00
TOTAL ANNUAL RENT	\$621,863.76

¹Shell rent calculation: (Firm Term) \$10.59 per RSF multiplied by 37,282 RSF (Non Firm Term) \$10.59 per RSF multiplied by 37,282 RSF

²The Tenant Improvement Allowance of \$XX is amortized at a rate of XX percent per annum over X years.

³Operating Costs rent calculation: \$6.09 per RSF multiplied by 37,282 RSF. Operating Cost are subject to annual CPI increases through 2019

⁴Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of XX percent per annum over X years.

⁵Parking costs are for XX reserved parking spaces and X structured parking spaces reflecting a rate of \$XX per reserved space and \$XX per structured space per month.

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

FOR THE LESSOR

Signature: _____

Name: *Kurt M. Cannon*

Title: *Authorized Signer*

Entity Name: *Brookwood 2300 Lake Park Drive, LLC*

Date: *4/1/14*

FOR THE GOVERNMENT:

Signature: _____

Name: *Maria Dent*

Title: *Lease Contracting Officer*

GSA, Public Buildings Service

Date: *04/03/2014*

WITNESSE

Signature: _____

Name: _____

Title: *Admin. Asst*

Date: *4/1/14*

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	LEASE AMENDMENT No. <i>FDL</i> <i>NR</i>
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E. Paragraph 1.11. 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 43.68 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 37,282 RSF by the total Building space of 85,347RSF.

F. Paragraph 1.13. The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.09 per RSF (\$227,047.38/annum). Operating Costs are subject to an annual CPI adjustment as referred to in Section 2.09.

H. Paragraph 1.15. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$40.00 per hour for the entire premises

I. Paragraph 1.17. Space is leased and accepted in as-is condition. No improvements are required for occupancy.

This Lease Amendment contains {2} pages.

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 LESSOR

Signature: _____
 Name: _____
 Title: *Authorized Signer*
 Entity Name: *Brookwood 2300 Lake Park Drive, LLC*
 Date: *4/1/14*

FOR THE GOVERNMENT:

Signature: _____
 Name: *Maria Dent*
 Title: *Lease Contracting Officer*
 GSA, Public Buildings Service,
 Date: *04/04/2014*

WITNESSED

Signature: _____
 Name: _____
 Title: *Admin ASST.*
 Date: *4/1/14*