

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LGA62455
ADDRESS OF PREMISES: 2920 Brandywine Road Atlanta, GA 30341-5539	PDN Number: N/A

THIS AMENDMENT is made and entered into between

DRA CRT CHAMBLEE LLC, a Delaware limited liability company
By: Mez DRA CRT LLC,
By: CRT OP LLC,
By: DRA CRT Acquisition Corp., its managing member

whose address is: 2951 Flowers Road, Suite 220
Atlanta, GA 30341-5533

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

WHEREAS, the parties hereto desire to amend the above Lease, effective January 14, 2016; and,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended upon the Government's execution of this Lease Amendment (LA) No. 1 to increase the Tenant Improvement Allowance (TIA) in the awarded Lease to reflect the total TIA available based on the Agency's Tier.

This TIA included in the Lease is \$1,747,922.80 amortized for 96 months at a rate of 6.00% per annum. Lessor and the Government hereby mutually agree, that this amount will be increased to \$2,655,363.43 and will be amortized for 96 months at 6.00% per annum. Upon completion, inspection, and acceptance of the tenant improvements as signified by an executed Lease Amendment, the final Tenant Improvement Rent and Building Specific Amortized Capital Rent will be determined and in accordance with Lease Paragraphs 1.03.C, 1.03.D and 1.09, the final rent table and commission credit will be established.


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This Lease Amendment contains 2 page(s).

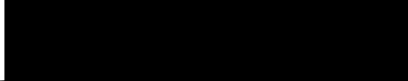
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
Name: David Gray
Title: Vice President
Entity Name: DRA CRT CHAMBLEE LLC
Date: 4-19-16

FOR THE GOVERNMENT:

Signature: 
Name: Gregory Trimble
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 4-21-2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Nazarah Williams
Title: Admin Asst
Date: 4/19/16

1. Lease Paragraph 1.03.A. is hereby deleted in its entirety and replaced as follows:

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

	FIRM TERM YEARS 1-4	FIRM TERM YEARS 5-8	NON-FIRM TERM YEARS 9-12
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,337,264.13	\$1,417,729.25	\$1,489,416.15
TENANT IMPROVEMENTS RENT ²	\$418,743.28	\$418,743.28	\$0.00
OPERATING COSTS ³	\$333,016.00	\$333,016.00	\$333,016.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$82,654.60	\$82,654.60	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,171,678.01	\$2,252,143.13	\$1,822,432.15

¹Shell rent calculation:

(Firm Term Years 1-4) \$18.68 per RSF multiplied by 71,580 RSF

(Firm Term Years 5-8) \$19.81 per RSF multiplied by 71,580 RSF

(Non-firm Term Years 9-12) \$20.81 per RSF multiplied by 71,580 RSF

²The Tenant Improvement Allowance of \$2,655,363.43 is amortized at a rate of 6.00 percent per annum over 8 years.

³Operating Costs rent calculation: \$4.65 per RSF multiplied by 71,580 RSF

⁴Building Specific Amortized Capital (BSAC) of \$524,135.00 are amortized at a rate of 6.00 percent per annum over 8 years

⁵Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term."

2. Lease Paragraph 1.04 is hereby deleted in its entirety and replaced as follows:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Studley, Inc.** (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. Only [REDACTED] of the Commission will be payable to **Studley, Inc.** 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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$180,973.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$180,973.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$180,973.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

3. Lease Paragraph 1.08 is hereby deleted in its entirety and replaced as follows:

"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$2,655,363.43 (\$41.60 per ABOA SF). The TIA is the amount that 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 6.00 percent."

INITIALS:


LESSOR

&


GOVT