

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-04B-61110
LEASE AMENDMENT	
ADDRESS OF PREMISES Tulane Building First, second, and third (1 st , 2 nd , and 3 rd) floors 2888 Woodcock Blvd., Atlanta, GA 30341-4002	PDN Number:

THIS AMENDMENT is made and entered into between **DRA CRT Chamblee Center, LLC, a Delaware limited liability company**

whose address is: 2951 Flowers Road South, 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 to reconcile the tenant improvements.

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 upon Government Execution as follows:

- A. Use of the GSA Form 276 Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- B. Paragraph 2 is hereby deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for ten (10) years starting September 1, 2012 through August 31, 2022 subject to the termination rights as may be hereinafter set forth."
- C. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"3. THE Government shall pay to the Lessor annual rent for the entire term, monthly, in arrears, as follows:

This Lease Amendment contains 3 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:

LESSOR: DRA CRT Chamblee Center, LLC, a Delaware limited liability company, By: Mez DRA CRT LLC, a Delaware limited liability company, its sole member, By: CRTP OP LLC, a Delaware limited liability company, its sole member, By: DRA CRT Acquisition Corp., a Delaware corporation, its managing member

Signature: 
Name: Brian T. Summers
Title: Vice President
Entity Name: DRA CRT Chamblee Center, LLC
Date: 8-8-13

FOR THE GOVERNMENT:

Signature: 
Name: MARIA DENT
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/12/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: William Alexander
Title: Senior Administrator
Date: 8-8-13

Term	Annual Rent	Monthly Rent	Rate per RSF ¹
09.01.2012 - 07.31.2013			
Shell Rent ²	\$ 814,358.74	\$ 67,863.23	\$ 14.57
Operating Expenses*	\$ 263,673.64	\$ 21,972.80	\$ 4.72
Tenant Improvements	\$ -	\$ -	\$ -
Total Rent	\$ 1,078,032.38	\$ 89,836.03	\$ 19.29
08.01.2013 - 08.31.2017			
Shell Rent ²	\$ 814,358.74	\$ 67,863.23	\$ 14.57
Operating Expenses*	\$ 263,673.64	\$ 21,972.80	\$ 4.72
Tenant Improvements	\$124,635.70	\$ 10,386.31	\$ 2.23
Total Rent	\$ 1,202,668.08	\$ 100,222.34	\$ 21.52
09.01.2017 - 08.31.2022			
Shell Rent ²	\$ 814,358.74	\$ 67,863.23	\$ 14.57
Operating Expenses*	\$ 263,673.64	\$ 21,972.80	\$ 4.72
Tenant Improvements	\$ -	\$ -	\$ -
Total Rent	\$ 1,078,032.38	\$ 89,836.03	\$ 19.29

1) Rentable Square Footage (RSF)

2) Parking spaces = 0

* Operating costs subject to annual CPI adjustments throughout the lease term

D. Paragraph 4 is hereby deleted in its entirety and replaced with:

"4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year or August 31, 2017, by giving at least one hundred twenty (120) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

E. Paragraph 26 is hereby deleted in its entirety and replaced with the following:

"26. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

In accordance with Solicitation for Offers 8GA2197, Paragraph 2.5 "Broker Commission and Commission Credit", CBRE ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of first month's rent plus [redacted] percent for the remaining aggregate lease value of the firm term, five (5) years of the lease ("Commission"). The total amount of the Commission is [redacted]. In accordance with Solicitation for Offers 8GA2197, Paragraph 2.5 "Broker Commission and Commission Credit", CBRE has agreed to forgo [redacted] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [redacted] balance equating to [redacted] is to be paid to the Broker. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. The effective date for payment of the broker commission is September 1, 2012.

INITIALS:


LESSOR

&


GOVT

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- First Month's Rental Payment of \$100,222.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$100,222.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

F. Tenant Improvement Budget Reconciliation

The Government, pursuant to SLA 2 approved the Tenant Improvement budget of \$369,616.00. In SLA 1, the Government commenced the firm term of the lease on September 1, 2012. Lease Amendment (LA) Number Three (3) approved Change Orders 1 and 2 for \$80,770.69. Hence, the total value of \$450,386.69 (\$369,616.00 + \$80,770.69) has been amortized into the rent at the rate of 6% over the remaining firm term of forty-nine (49) months, starting August 1, 2013. Therefore the amortized tenant improvement cost is \$124,635.70 per annum or \$10,386.31 per month at \$2.23 per RSF or \$2.50 per ABOASF.

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