

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	Supplemental Lease Agreement NO. 3	DATE 5/12/11															
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-04B-50050																
ADDRESS OF PREMISES: 2233 Lake Park Drive, Smyrna, GA 30080-8800 8813 SC																	
THIS AGREEMENT, made and entered into this date by and between PKY Fund II Smyrna I, LLC whose address is 188 E. Capitol street Suite 1000 Jackson, MS 39201-2100 Hereinafter-called 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 upon execution by the Lessor and the Government as follows: Paragraphs 1, 2, 3, 5, 8, and 16 of the lease are hereby deleted in their entirety and replaced as follows: "1. The Lessor hereby leases to the Government the following described premises: A total of 6,325 Rentable Square Feet (RSF) of office and related space (5,500 ANSI/BOMA Office Area Square Feet (ABOASF) at 2233 Lake Park Drive, Smyrna, Georgia 30080. Thirty-Three (33) on-site parking spaces are to be provided at no extra cost to the Government." "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) years, five (5) years firm, term beginning on February 3, 2011 through February 2, 2021, subject to termination and renewal rights as may be hereinafter set forth." "3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 2px;"><u>TERM</u></th> <th style="text-align: right; padding: 2px;"><u>ANNUAL RENT</u></th> <th style="text-align: right; padding: 2px;"><u>RATE per RSF¹</u></th> <th style="text-align: right; padding: 2px;"><u>RATE per ABOASF²</u></th> <th style="text-align: right; padding: 2px;"><u>MONTHLY RATE</u></th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">February 3, 2011 thru February 2, 2016</td> <td style="text-align: right; padding: 2px;">\$120,862.90</td> <td style="text-align: right; padding: 2px;">\$19.11</td> <td style="text-align: right; padding: 2px;">\$21.98</td> <td style="text-align: right; padding: 2px;">\$10,071.91</td> </tr> <tr> <td style="padding: 2px;">February 3, 2016 thru February 2, 2021</td> <td style="text-align: right; padding: 2px;">\$92,823.50</td> <td style="text-align: right; padding: 2px;">\$14.67</td> <td style="text-align: right; padding: 2px;">\$16.88</td> <td style="text-align: right; padding: 2px;">\$7,735.29</td> </tr> </tbody> </table> Note 1: The rate per Rentable Square Feet (RSF) is determined by dividing the total annual rental by the RSF set forth in paragraph 1 above. Note 2: The rate per ANSI/BOMA Office Area Square Feet (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in paragraph 9.			<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>	February 3, 2011 thru February 2, 2016	\$120,862.90	\$19.11	\$21.98	\$10,071.91	February 3, 2016 thru February 2, 2021	\$92,823.50	\$14.67	\$16.88	\$7,735.29
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Continued on page 2																	
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: bottom;"> LESSOR: PKY FUND II Smyrna I, LLC (Signature) </td> <td style="width: 50%; vertical-align: bottom;"> Vice President _____ (Title) </td> </tr> </table>			LESSOR: PKY FUND II Smyrna I, LLC (Signature)	Vice President _____ (Title)													
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The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square feet (PRSF) as noted above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PKY Fund II Smyrna I, LLC
Lakewood II
P.O. Box 741408
Atlanta, Georgia 30374-1408

5. The Government may terminate this lease, in whole or in part, at any time on or after February 2, 2016, by giving at least sixty (60) 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.
8. In accordance with Solicitation for Offers 9GA2144 paragraph 3.2, *Tenant Improvements Rental Adjustments*, the rent rate in paragraph 3 above for the rent over the firm term of the Lease period February 3, 2011 – February 2, 2016 (60 months) includes \$140,197.00 Tenant Alterations costs ((\$5.10 per ABOASF, per 5,500 ABOASF), amortized over the five (5) year firm term period of the lease contract at an interest rate of 0.0% per year, using end of month payment computations (\$5.10 per ABOASF, \$4.43 per RSF). The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. The entire tenant improvement allowance, as noted in Standard Form 2 was not used.
16. In accordance with the Solicitation for Offers 9GA2144, Paragraph 2.4, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [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 which equates to [REDACTED] less [REDACTED] is to be paid to the Broker in accordance to Paragraph 2.4, "Broker Commission and Commission Credit," [REDACTED] of the commission, [REDACTED], due upon execution of the lease, and [REDACTED] of the commission, [REDACTED], due upon tenant occupancy date.

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 the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:


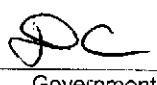
First Month's Rental Payment \$10,071.91 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment \$10,071.91 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

Third Month's Rental Payment \$10,071.91 minus the prorated Commission Credit of [REDACTED] equals the adjusted Third Month's Rent of [REDACTED].

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

END OF DOCUMENT

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Lessor Government