

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-04B-62068
ADDRESS OF PREMISES 3530 Riverside Drive Macon, GA 31210-2509	PDN Number:

THIS AMENDMENT is made and entered into between **Ocmulgee Fields, Inc.**

whose address is: 131 Holiday North Drive
Macon, GA 31210-1804

hereinafter called the 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective when signed by both parties, as follows:

A. Paragraph 2 of the lease contract is hereby deleted in their entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years, beginning December 1, 2012 through November 30, 2022, subject to terminable and renewable rights as may be hereafter set forth."

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:

Signature: [Signature]
 Name: Dwight Jones
 Title: President
 Entity Name: Ocmulgee Fields, Inc.
 Date: 5/29/13

FOR THE GOVERNMENT:

Signature: [Signature]
 Name: Dion D. Reid
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 6/3/13

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
 Name: Tom Stewart
 Title: Office Manager
 Date: 5/29/13

B. Paragraph 3 of the lease is hereby amended as follows:

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

TERM	ANNUAL RENT	SHELL per RSF	OP per RSF	TI per RSF	PRSF RATE	ABOASF RATE	MONTHLY RATE
12/01/12 - 11/30/17	\$ 376,048.97	\$11.89	\$5.24	\$5.45*	\$22.59	\$24.99	\$31,337.41
12/01/17 - 11/30/22	\$ 306,944.04	\$13.20	\$5.24	\$ -	\$18.44	\$20.40	\$25,578.67

*Note: Establishes the correct TI per RSF. The tenant improvement was overpaid by \$2.00 per RSF for the first 5 months which will be reconciled by future payment withhold(s).

The rate per rental square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage 16,647. The rate per ANSI/BOMA office square foot (ABOASF) is determined by dividing the total annual rental by 15,045.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

OCMULGEE FIELDS, INC.
131 Holiday North Drive
Macon, GA 31210-1804

C. Paragraph 4 of the lease is hereby amended as follows:

"4. The Government may terminate the lease, in whole or in part, at any time on or after December 1, 2017 year, by giving the Lessor at least ninety (90) days notice in writing..."

D. Paragraph 10 of the lease is hereby amended as follows:

"9. Pursuant to Paragraph 3.2, "Tenant Improvements included in Offer", the actual Tenant Improvements total \$393,779.03 (\$26.1734 / ABOASF) amortized over 60 months at 5.75%, payable at the rate of \$5.4548 per RSF (\$6.0356 per ABOASF), \$7,567.16 monthly or \$90,805.92 annually, and is included in the annual rent payment identified in Paragraph 3 of this lease."

E. Paragraph 21 of the lease is hereby deleted and replaced as follows:

"21. In accordance with OGA2131 Paragraph 2.3 Broker Commission and Commission Credit, Jones Lang LaSalle ("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. Due to the Commission Credit described in SFO OGA2131 Paragraph 2.3, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle 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 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 Broker Commission in the amount of [REDACTED], is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after the lease award and the remaining fifty percent (50%) is payable at occupancy. The first commission payment was made to the Broker in the amount of [REDACTED] which leaves a remaining balance of [REDACTED] to be paid at occupancy. 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 period practical.

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, 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:

INITIALS:

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LESSOR

&

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GOVT

First Month's Rental Payment of \$31,337.41 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$31,337.41 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

Third Month's Rental Payment of \$31,337.41 minus the prorated Commission Credit of [REDACTED] equals the adjusted Third Month's Rent of [REDACTED].

***Note:** The tenant improvement was overpaid by \$2.00 per RSF for the first 5 months which will be reconciled by future payment withhold(s). The commission credit applied to rent payments was [REDACTED]; the actual commission credit is [REDACTED] leaving a balance of [REDACTED] that will be applied to future rent.

INITIALS:

DS
LESSOR

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[Signature]
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