

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 3

DATE

8/7/12

TO LEASE NO. LGA62208

ADDRESS OF PREMISES:

2077 Convention Center Concourse, College Park, GA 30337-4201

THIS AGREEMENT, made and entered into this date by and between College Park Gateway Office One, LLC

whose address is 3625 Cumberland Blvd, Suite 400
Atlanta, GA 30339-3374

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Execution, as follows:

The purpose of this Supplemental Lease Agreement (SLA) Three (3) is to provide Notice to Proceed on Change Orders 1 and 2, establish beneficial occupancy and adjust the rental rate accordingly, and remove the LEED requirement.

Paragraph 28 is hereby added to the lease:

28. NOTICE TO PROCEED – CHANGE ORDER 1

The Government has determined that the Lessor's Change Order One (1) dated July 19, 2012 and Change Order Two (2) dated July 31, 2012, hereby attached to this SLA in the total amount of \$7,972.00 is fair and reasonable. Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed in the amount not to exceed \$7,972.00. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposal, to complete the work to the Government's satisfaction.

Change order one (1) consists of the following:

Item	Description of Work	Cost
1	Furnish and install an electrical sub panel for the dedicated outlets:	█
2	Furnish and install glass inserts in the entrance door to the HR space:	█
3	Furnish and install a dedicated outlet for a copier in the open office area:	█
4	Revise the electrical drawings to reflect changes requested by █:	█
5	Furnish and install a tele/data box and receptacle in the break room for TV:	█
6	Furnish and install 4 sheets of tan FRP 4' high on the west wall of conf. room:	█
	Lessor's Overhead and Profit	█
Total		\$4,364.00

~Continued on Page 2 of 3~

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

LESSOR: College Park Gateway Office One, LLC

By: K m K
(Signature)

MANAGER
(Title)

In the presence of
[Signature]
(Signature)

(Title)

UNITED STATES OF AMERICA

BY Pamela W. Murphy

Pamela W. Murphy, Contracting Officer
General Services Administration
400 W Bay Street Suite 67
Jacksonville, FL 32202-4410

**SUPPLEMENTAL LEASE AGREEMENT
No. 3**

Page 2 of 3

**TO LEASE NO.
LGA62208**

Change order two (2) consists of the following:

<u>Item</u>	<u>Description of Work</u>	<u>Cost</u>
1	Furnish and install a new VAV box and thermostat for the break room. Relocate the thermostat for PIU 4-17 from the break room to the conference room. Raise the thermostats for PIU 4-5 and 4-7 so they do not interfere with the furniture panels. The thermostat for PIU 4-6 to remain in the same spot for now, and be relocated later if need be, at no additional cost.	
	Lessor's Overhead and Profit	
Total		\$3,588.00

The Tenant Improvement budget is altered to reflect the change order and now totals \$390,688.08. The full amount of \$390,688.08 will be amortized into the rent over the firm term of the Lease (60 months) at the rate of 0%. Therefore the amortized tenant improvement cost is \$78,137.62 per annum or \$4.60/RSF and \$5.21/ABOASF.

Paragraph 2 of the SF2 is hereby deleted in its entirety and replaced with:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2012, the date the Government accepts the premises as substantially complete and continuing for ten (10) years, until July 31, 2022, subject to termination and renewal rights as are set forth in Paragraph 4 hereinafter.

Paragraph 3 of the SF2 is hereby deleted in its entirety and replaced with:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

<i>Year</i>	<i>Shell</i>	<i>Base Cost of Services</i>	<i>Tenant Improvement Allowance</i>	<i>Building Specific Security Costs</i>	<i>Rent per RSF</i>	<i>Total Annual Rent</i>	<i>Total Monthly Rent</i>
8/1/2012 - 7/31/2017	\$ 14.32	\$ 5.22	\$ 4.60	\$ 0.26	\$ 24.40	\$ 414,767.02	\$ 34,563.92
8/1/2017 - 7/31/2022	\$ 16.20	\$ 5.22	\$ -	\$ 0.26	\$ 21.68	\$ 368,550.00	\$ 30,712.50

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

College Park Gateway Office One, LLC
3625 Cumberland Blvd, Suite 400
Atlanta, GA 30339

Paragraph 4 of the SF2 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 August 1, 2017 by giving at least ninety (90) 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.

Initials:

Lessor

&

Govt

SUPPLEMENTAL LEASE AGREEMENT

No. 3

Page 3 of 3

**TO LEASE NO.
LGA62208**

Paragraph 7 of the SF2 is hereby deleted in its entirety and replaced with:

7. Rent includes a Tenant Improvement Allowance of \$390,688.08 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 0% (\$4.60/RSF and \$5.21/ABOASF).

Paragraphs 1.2A, 1.2B and 1.12M of the SFO are hereby deleted in their entirety.

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

Initials: _____

Lessor

&

Gov't