

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LGA62538 GSA Building Number GA2271
ADDRESS OF PREMISES 4365 Shackelford Rd., Norcross, GA. 30093-2931	PDN Number:

THIS AMENDMENT is made and entered into between **Powder Horn Investments LLC**

whose address is: 1134 Satellite Blvd., Ste. 300-B, Suwanee, GA. 30024

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 establish beneficial occupancy in accordance with Lease Contract Paragraph 4.12 **LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)** and establish the release of Tenant Improvement (TI) Rent upon completion of the TIs.

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 **March 20, 2014** to establish beneficial occupancy and lease term of Lease **GS-04P-LGA62538**. Paragraphs, "Lessor hereby leases to the Government..." and "To Have and To Hold the said Premises..." are deleted in their entirety and the following substituted therefore. Paragraph **1.03A RENT AND OTHER CONSIDERATION (SEP 2012)** is added.

"Lessor hereby leases to the Government..." The Lessor hereby leases to the Government a total of 21,034 RSF (20,149 ANSI/BOMA Office Area (ABOA)) located at [REDACTED], Norcross Branch, 4365 Shackelford Rd, Norcross, GA 30093-2931, together with 112 on site surface parking spaces.

"To Have and To Hold the said Premises..." TO HAVE AND TO HOLD the said premises with their appurtenances for the **Ten (10) YEAR** term beginning on April 1, 2014 through March 31, 2024.

This Lease Amendment contains {2} pages.

Except as modified in this Amendment, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Amendment conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Amendment shall control and govern.

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

FOR THE LESSOR:

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED] manager
Entity Name: Powder Horn Investments LLC
Date: 3/21/2014

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Maria Dent
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 03/21/2014

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Date: 3/21/2014

1.03A. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on 21,034 RSF as follows:

	FIRM TERM 4/1/2014-3/31-2019	SOFT TERM 4/1/2019-3/31/2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$256,614.80	\$256,614.80
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00
OPERATING COSTS ³	\$82,242.94	\$82,242.94
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$338,857.74	\$338,857.74

¹Shell rent calculation:

(Firm Term) \$12.20 per RSF multiplied by 21,034 RSF

(Non Firm Term) \$12.20 per RSF multiplied by 21,034 RSF

²The Tenant Improvement Allowance of \$37.39 is amortized at a rate of 7.5 percent per annum over 5 years, for a total allowance of \$753,411.08.

³Operating Costs rent calculation: \$3.91 per RSF multiplied by 21,034 RSF. Operating rent is inclusive of CPI through 2024.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs are for 112 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month

The Rental Rates stated in paragraph 1.03A of this Lease Amendment reflect the Government's withholding of TI Rent. The Government shall release the TI rent upon completion and acceptance of the TI work. Completion of the TI work must be completed no later than December 31, 2014.

INITIALS: KAH & Mch
LESSOR GOVT