

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL
AGREEMENT No. 3

DATE

10/14/10

SUPPLEMENTAL LEASE AGREEMENT

LEASE NO.GS-04B-48141

ADDRESS OF PREMISES 230 PEACHTREE STREET
ATLANTA, GEORGIA 30303-1550

THIS AGREEMENT, made and entered into this date by and between: 230 PEACHTREE, LLC

whose address is 230 PEACHTREE STREET, NW SUITE 1600
ATLANTA, GEORGIA 30303-1550

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 27, 2010 to issue the notice to proceed with the construction of the demised premises.

"Upon execution of this Supplemental Lease Agreement (SLA), this serves as a Notice to Proceed (NTP) for the construction of tenant improvements for the [REDACTED] located on the 9th and 10th Floor of the 230 Peachtree Building.

WHEREAS this Notice to Proceed is issued for the NOT EXCEED amount of \$854,488.00 in accordance with the estimates provided by the Lessor and the said approved construction drawings.

Upon the Lessor's completion of the work and the Government's inspection and acceptance of the same the Lessor will be reimbursed by the Government as follows: In accordance with SLA#1 of the lease contact \$545,264.71 will be amortized over the six (6) years at an interest of 5%. A rent credit will be given to the government for any unused tenant improvement allowance. The Government hereby also agrees to reimburse the Lessor, via lump-sum payment of \$309,223.29. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

WHEREAS the occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

The Lessor waives all restoration rights."

Except as modified in this Agreement, 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 Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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

LESSOR: 230 PEACHTREE, LLC

BY

(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)