

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-04B-62001
ADDRESS OF PREMISES 1770 Corporate Drive Suite 500 Norcross, GA 30093-2937	PDN Number:

THIS AMENDMENT is made and entered into between Endicott Company, LLC

whose address is: 1750 Corporate Drive, Suite 730, Norcross, GA 30093-2937
 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 upon the Government's execution of this Supplemental Lease Agreement (SLA) to establish beneficial occupancy. The Government hereby accepts the space and all the Tenant Improvements (T/I) in their entirety as of February 1, 2013. The final rental amounts are established and payable in accordance with the rent table below for the entire term of the Lease unless otherwise modified by a subsequent lease amendment in the future.

The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	2/1/13 – 1/31/18		2/1/18 – 1/31/23	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$440,390.65	\$11.47 ¹	\$497,983.15	\$12.97 ¹
TENANT IMPROVEMENTS RENTAL RATE*	\$150,297.09	\$3.91 ¹	\$150,297.09	\$3.91 ¹
OPERATING COSTS*	\$172,009.60	\$4.48 ¹	\$172,009.60	\$4.48 ¹
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00	\$0.00	\$0.00
FULL SERVICE RATE	\$762,697.34	\$19.86¹	\$820,289.84	\$21.36¹

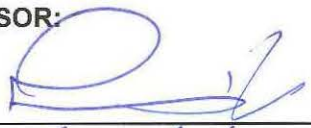
*The Tenant Improvements Allowance is amortized at a rate of 5.4 percent per annum for 10 years

¹ Rates may be rounded.

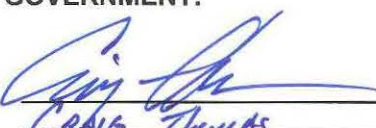
This Lease Amendment contains 2 pages.

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: 
 Name: Gregory Dexter
 Title: President
 Entity Name: Endicott Company, LLC
 Date: 2-5-13

FOR THE GOVERNMENT:

Signature: 
 Name: CRAIG THOMAS
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 2/8/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Blake Dexter
 Title: SVP
 Date: 2-5-13

	2/1/23 – 1/31/28	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$342,867.35	\$8.93 ¹
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00
OPERATING COSTS*	\$172,009.60	\$4.48 ¹
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00
FULL SERVICE RATE	\$514,876.95	\$13.41 ¹

¹ Rates may be rounded.

Paragraph 1.04 of the Lease is hereby restated with no modification from SLA 2:

Studley, Inc. ("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, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Studley, Inc** 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 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 time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Total Credit: [REDACTED]
 Amortization Period: 7 months
 Monthly Credit Amortization: [REDACTED]

Month 1 Rental Payment \$63,558.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
 Month 2 Rental Payment \$63,558.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
 Month 3 Rental Payment \$63,558.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.
 Month 4 Rental Payment \$63,558.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
 Month 5 Rental Payment \$63,558.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.
 Month 6 Rental Payment \$63,558.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.
 Month 7 Rental Payment \$63,558.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.

Paragraph 1.05 of the Lease is hereby deleted in its entirety and replaced with:

TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after the January 31, 2023 Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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INITIALS:


 LESSOR

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