LEASE AMENDMENT No. 2
TO LEASE NO. GS-04B-62220
PDN Number:
PS0027405

THIS AMENDMENT is made and entered into between Duke Secured Financing 2006, LLC

whose address is: 3715 Davinci Court, Suite 300, Peachtree Corners, GA 30092-7613 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 <u>August 12, 2013</u> as follows:

This Supplemental Lease amends costs associated with T/I site construction alterations. The following reflects final costs for this project and issues Notice to Proceed for tenant improvements in the amount of: \$589,550.08.

TOTAL (Divisions 1-16) Construction Costs revised 8-21-13	\$ 589,550.08
Total Tenant Allowance in Lease	\$ 476,714.35
TOTAL CONSTRUCTION COST TO BE PAID TO LESSOR VIA LUMP SUM	\$ 112,835.73

Copy of the T/I bid titled "P0411BV5207.LA2.TI-Backup-Final-Rev" is attached and made a part hereof by reference .

The Lessor will be issued a lump sum payment upon completion, inspection and acceptance of the Scope of Work by the Government. Payment is predicated on receipt of this signed LA and a certified invoice at the time of work completion. All invoices shall be sent to: U. S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181. The Payment Document Code No. is **PS0027405** in the amount **\$112,835.73** must be included with payment submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government."

Continued on Page 2 of 2

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 LE	ISSOR:	FOR THE C	
Signature: Name: Title: Entity Name: Date:	Sr. Vice President Dube Second Firming 2004, 666- 9/30/13	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date: <u>9/30//3</u>	

## WITNESSED FOR THE LESSOR BY:

Signature:	
Name:	Ann B. Kus 6tt
Title:	Corporate Atterney
Date:	9/30/13

Lease Amendment Form 12/12

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.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$ 112,835.73 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

A copy of the invoice must be provided to the Contracting Officer at the following address: GSA, Real Estate Acquisition Division (4PR) Attn: Craig Thomas, Contracting Officer 77 Forsyth St., Suite 500 - PBS Atlanta, GA 30303

A proper involce must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0027405

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease by reference.

The Lessor hereby waives restoration.

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

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INITIALS:

Lease Amendment Form 12/12