

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-04P-LGA62538 GSA Building Number GA2271
LEASE AMENDMENT	
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 new rent structure in accordance with Lease Contract Paragraph **1.03A RENT AND OTHER CONSIDERATION (SEP 2012)** and establish the release of Tenant Improvement (TI) Rent.

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 **OCTOBER 1, 2015**, to establish new rent structure of Lease **GS-04P-LGA62538**. Lease Contract Section Paragraph **1.03A RENT AND OTHER CONSIDERATION (SEP 2012)** is deleted in its entirety and replaced with the following: **1.03A**. The Government shall pay the Lessor annual rent payable in monthly installments in arrears, at the following rates:

	FIRM TERM 4/1/2014-9/31/2015	FIRM TERM 10/1/2015-3/31/2019	SOFT TERM 4/1/2019-3/31/2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$256,614.80	\$256,614.80	\$256,614.80
TENANT IMPROVEMENTS RENT ²	\$0.00	\$234,845.86	\$0.00
OPERATING COSTS ³	\$82,242.94	\$82,242.94	\$82,242.94
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$338,857.74	\$573,703.60	\$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 Final Tenant Improvement Allowance of \$35.78 is amortized at a rate of 7.5 percent per annum over 3.5 years. Total allowance used is \$720,961.35.

³Operating Costs rent calculation: \$3.91 per RSF multiplied by 21,034 RSF. Operating rent is exclusive of 2015 CPI.

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.

This Lease Amendment contains (2) pages.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: 12/7/15

Signature: _____
Name: Ja _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/7/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: 12/7/15

The Government accepts the space and, therefore, incorporates the Tenant Improvement Allowance in the rent structure.

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.

INITIALS:


LESSOR


GOVT