

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-04B-62241
ADDRESS OF PREMISES Centennial Tower 101 Marietta Street Atlanta, GA 30303-2720	PDN Number:

THIS AMENDMENT, made and entered into this date by and between CIP II/JOS Centennial Tower LLC

whose address is 101 Marietta Street, Suite 3110
Atlanta, GA 30303-2720

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

WHEREAS, the parties hereto desire to amend the above Lease contract as indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 15, 2013, to issue a notice to proceed for certain modifications to the original scope of work described in the attachments to Supplemental Lease Agreement No. 2. These modifications reflected in Change Orders #1 through #9 and #11 (including management fees) listed below are Not To Exceed in total \$68,484.36 as follows:

BOCO Construction Management, LLC Change Order #1R (dated November 26, 2012) = \$25,152.08

Structor Group Change Request #1

1. Additional cost for the General Construction of 30th Floor Swing Space per Herring Troy drawings.
2. Additional cost for low voltage work on the 30th Floor Swing Space to provide telephone and data network extension. Run cabling from 34th to 30th Floor (existing wire to remain in Space). Does not include hookup or relocation of any equipment on the 30th floor. Install (2) CAT6 copper cables and (1) 2-multi mod fiber cables between the spaces. Includes 240 cable 100/24G/UTP/CMP Category 3 Voice Grade communications cable.

BOCO Construction Management, LLC Change Order #2 (dated November 26, 2012) = [REDACTED]

C3 Communications Proposals

1. 32nd Floor low voltage cabling per plans dated October 3, 2012; not included in SLA #2

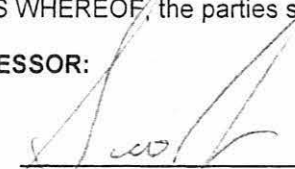
This Lease Amendment contains 2 pages.

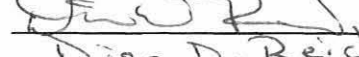
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: Scott Jackson
Title: CEO
Entity Name: CIP II/JOS Centennial Tower LLC
Date: 2.19.13

Signature: 
Name: David D. Reid
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/20/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Y E THOMAS
Title: VP, Project Mgr
Date: 2.19.13

2. 34th Floor low voltage cabling per plans dated September 17, 2012; not included in SLA #2
3. Additional low voltage cabling for Geography Area on 34th Floor; not included in SLA #2
4. 34th Floor - remove existing low voltage cables and replace with new CAT6E cables; not included in SLA #2

BOCO Construction Management, LLC Change Order #3, dated November 26, 2012 = \$0.00

1. Structor Group Change Order Request #3
Rejected in its entirety.
2. Structor Group Change Order Request #4
Drawings erroneously indicated the relocation of (7) supply grills and ductwork. Actual space condition requires the addition of (7) supply grills and ductwork. Material cost only is approved. Also requires as new fire rated return grills. Contractor should have included labor to install/relocate in their original bid proposal. (Additional reference: Structor Group RFI #5)
3. Structor Group Change Order Request #5
34th Floor Electrical Service - Existing panel cannot physically accommodate required breakers. Modifications to service equipment are required. (Additional reference: Structor Group RFI #3, Prutze Electrical Contractors proposal)

BOCO Construction Management, LLC Change Order Request #4, dated January 3, 2013 = [REDACTED]

All architecture and engineering fees incurred between August 4, 2012 and December 5, 2012 for additional work and modifications to approved Construction Drawings. All changes done at request of [REDACTED]. (Additional reference: Herring Troy Change Order Requests #1-6)

BOCO Construction Management, LLC Change Order Request #5, dated January 4, 2013 = \$2,515.79

1. Structor Group Change Order #6
Additional cost to provide (2) additional outlets on 30th Floor at request of [REDACTED]
2. Structor Group Change Order #7
Rejected in its entirety
3. Structor Group Change Order #8
Additional cost to add corridor wall on 30th Floor; required to properly secure space. Wall added at request of [REDACTED]
[REDACTED] Cost not included in Change Order 1R.

BOCO Construction Management, LLC Change Order #6, dated January 4, 2013 = \$2,302.46

Additional costs incurred to key doors on the 30th and 34th Floors and various service calls for the 30th, 32nd, and 34th Floor. All required to properly secure Spaces. (Additional reference: Arrowhead Lock & Safe, Inc. invoices 97101, 97466, 97158, 97498)

BOCO Construction Management, LLC Change Order #7, dated January 10, 2013 = \$4,905.00

All architecture and engineering fees incurred between December 5, 2012 and January 9, 2013 to revise finishes and modular furniture wall locations. All changes done at request of [REDACTED] (Additional reference: Herring Troy Change Order Request #7). Architectural fees associated with Change Order #10 – Furniture install which is pending GSA approval. Separate Notice to Proceed Lease Amendment to be issued upon approval.

BOCO Construction Management, LLC Change Order #8, dated January 17, 2013 = \$2,568.74

Structor Change Order #8

1. Additional costs to provide additional corridor, doors, and hardware on 30th Floor at request of [REDACTED] to provide required security.
2. Additional costs to remove all temporary construction, including, but not limited to, corridors, walls, doors, hardware, and all other devices installed to accommodate [REDACTED] temporary occupancy of 30th Floor.

BOCO Construction Management, LLC Change Order #9, dated January 17, 2013 = \$0.00

Rejected in its entirety. Costs are Landlord obligation; not part of rent or additional cost against this Lease.

BOCO Construction Management, LLC Change Order #11, dated February 4, 2013 = [REDACTED]

Permit Costs increased by City of Atlanta by building departing using revised/discretionary calculation method.

Finalized costs for the above items will adjust the Tenant Improvement Allowance and shall be amortized in the associated rental rates. A future Supplement Lease Agreement shall be issued to make such adjustments to paragraphs 3, 9, and 20.

INITIALS:

(ST)
LESSOR

&

(DD)
GOVT