LEASE AMENDMENT TO LEASE NO. GS-04P-LGA62538

ADDRESS OF PREMISES
4366 Shackleford 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. 300B, 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 contract to issue a notice to proceed with the Tenant Improvement

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 June 1, 2015 as follows:

I. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements incorporated into the lease as Exhibit C dated 4/16/2015 and 6/19/2015, respectfully, submitted by the Lessor, and issues a Notice to Proceed for Tenant Improvements not to exceed the amount of $684,065.43.

II. 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.

III. Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the Tenant Improvement Allowance commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent LA.

IV. By acceptance of this LA, the Lessor further substantiates that no further costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional change orders to the original construction cost, they will also be incorporated by Lease Amendment and a notice to proceed will be issued.

V. The Lessor waives all restoration rights.

This Lease Amendment contains 1 page. 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: 
Title: 
Entity Name: Powder Horn Investments LLC 
Date: 6/22/2015

FOR THE GOVERNMENT

Signature: Jaskamdeep Jutle 
Name: 
Title: Lease Contracting Officer 
GSA, Public Buildings Service 
Date: 6/18/15

WITNESSED

Signature: 
Name: Amanda R. Haynes 
Title: 
Date: 6/22/2015

Lease Amendment Form 12/12