

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	Supplemental Lease Agreement NO. 3	DATE 10/13/11
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SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-O4B-61021
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ADDRESS OF PREMISES: 1899 Powers Ferry Road, Atlanta, Georgia 30339-5620 Suite 330

THIS AGREEMENT, made and entered into this date by and between MRE Powers Ferry, LLC
 whose address is 101 Marietta Street, Suite 3175
 Atlanta, Georgia 30303-2736

Hereinafter-called 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, effective upon execution by the Lessor and the Government as follows:

Paragraphs 1, 2, 3, 5, 8 and 21 of the lease are hereby deleted in their entirety and replaced as follows:

- Paragraph 1 is amended to read: The Lessor hereby leases to the Government the following described premises: A total of 4,025 Rentable Square Feet (RSF) of office and related space (3,500 ANSI/BOMA Office Area Square Feet (ABOASF) at 1899 Powers Ferry Road, Atlanta, Georgia 30339-5620 and Thirteen (13) on-site parking spaces are to be provided at no extra cost to the Government." Please note that suite 330 actually measures 4,062 RSF and 3,532 ANSI/BOMA OASF. The additional Square footage is being given to the Government free of charge.
- Paragraph 2 is amended to read: TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) years, five (5) years firm, term beginning on June 1, 2011 through May 31, 2021 subject to termination and renewal rights as may be hereinafter set forth."
- Paragraph 3 is amended to read: The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY</u>
06/1/11 thru 05/31/16	\$89,717.25	\$22.09	\$25.40	\$7,476.44
06/1/16 thru 05/31/21	\$82,391.75	\$20.28	\$23.33	\$6,865.98

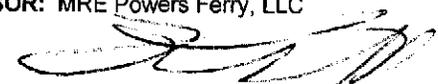
Note 1: The rate per Rentable Square Feet (RSF) is determined by dividing the total annual rental by the RSF set forth in paragraph 1 above.

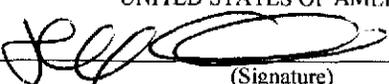
Note 2: The rate per ANSI/BOMA Office Area Square Feet (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in paragraph 1

Note 3: The #3 Rent Table above represents 4,062 per rentable (RSF) and per 3,532 USABLE (ABOASF2) square feet which is inclusive of the free rent square footage per #1 above.

Continued on page 2

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

LESSOR: MRE Powers Ferry, LLC	
BY  (Signature)	Authorized Agent _____ (Title)
IN PRESENCE OF  (Witness)	101 Marietta Street, Suite 3175 Atlanta, GA 30303 _____ (Address)

BY  (Signature)	UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION CONTRACTING OFFICER _____ (Official Title)
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The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA rentable square feet (PRSF) as noted above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MRE Powers Ferry, LLC
101 Marietta Street, Suite 3175
Atlanta, Georgia 30303-2736

4. Paragraph 5 is amended to read: The Government shall have a one time option to terminate this lease, as of May 31, 2016 by giving at least ninety (90) days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination unless the GSA is still occupying the space. "Said notice shall be computed commencing with the day after the date of mailing."
5. Paragraph 8 is amended to read: In accordance with Solicitation for Offers OGA2009 paragraph 3.3 *Tenant Improvements Rental Adjustments*, the rent rate in paragraph 3 above for the rent over the firm term of the Lease period June 1, 2011 – May 31, 2016 (60 months) includes \$125,176.65 Tenant Alterations costs (\$ 7.15 per ABOASF, per \$ 6.22/RSF), amortized over the five (5) year firm term period of the lease contract at an interest rate of 0% per year, using end of month payment computations (\$7.15 per ABOASF, \$6.22 per RSF). The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. The entire tenant improvement allowance, as noted in Standard Form 2 was not used." The Tenant improvements were calculated using the following square footage: 4,025 per rentable (RSF) and per 3,500 USABLE (ABOASF2) square feet.
6. Paragraph 21 is amended to read: In accordance with Solicitation for Offers OGA2009 paragraph 2.2, *Broker Commission and Commission Credit*, Smith Real Estate Services, Inc (SRES) on behalf of CB Richard Ellis is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and SRES have agreed to a cooperating lease commission equal to [REDACTED] of the Aggregate Lease Value for the initial firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the lease is awarded and (ii) one half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED] which is [REDACTED] of the Commission, will be payable to SRES, when the Lease is awarded. The remaining [REDACTED] which is [REDACTED]^{b(4)} of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced 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.

First Month's rental payment of \$7,476.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second Month's rental payment of \$7,476.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third Month's rental payment of \$7,476.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

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

Last Item

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Lessor Government

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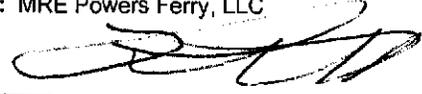
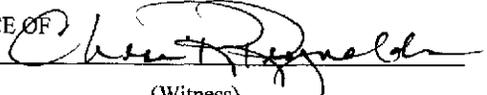
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BY  (Signature)	Authorized Agent _____ (Title)
IN PRESENCE OF  (Witness)	101 Marietta Street, Suite 3175 Atlanta, GA 30303 (Address)

BY  (Signature)	GENERAL SERVICES ADMINISTRATION CONTRACTING OFFICER (Official Title)
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DUPLICATE ORIGINAL

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