

8/16/12

ADDRESS OF PREMISES: 700 Westpark Drive, Peachtree City, GA 30269-1498

THIS AGREEMENT, made and entered into this date by and between GF Capital Real Estate Fund Investment III, LLC

whose address is 767 Fifth Ave 46<sup>th</sup>  
New York, NY 10153-0023

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Lessor and the Government to establish beneficial occupancy, establish the Tenant Improvement Allowance, establish the annual rent and restate the operating rent.

**Paragraphs 1, 2, 3, 7, 8, and 13, of the lease are hereby deleted in their entirety and replaced as follows. Paragraph 24 and 25 are added.**

1. The Lessor hereby leases to the Government the following described premises:

A total of 48,746 Rentable Square Feet (RSF) of office and related space (42,422 ANSI/BOMA Office Area Square Feet (ABOASF)) related space and 139 surface unreserved and 4 surface reserved parking spaces located at 700 Westpark Drive, Peachtree City, Georgia 30269-1498.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) years, five (5) years firm, term beginning on May 1, 2012 through April 30, 2022, subject to termination and renewal rights as may be hereinafter set forth.

**Paragraph 3.** The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows;

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RATE</u>
May 1, 2012 thru April 30, 2017	\$1,347,339.44	\$27.64	\$31.76*	\$112,278.29
May 1, 2017 thru April 30, 2022	\$1,402,422.42	\$28.77	\$33.06	\$116,868.54

\*Rent includes TI of \$3.08 per ABOA SF

**Paragraph 7.** The provisions of this Lease Amendment are not meant to modify in any way Lessor's maintenance and repair obligations under the Lease. Notwithstanding anything in the Lease to the contrary, the [REDACTED] will be responsible for the maintenance and repair of the equipment serving the 1<sup>st</sup> floor Data Center originally identified as rooms 120 and 122. Equipment is further identified as FM-200 and all [REDACTED] owned equipment which includes the generator, UPS, HVAC systems and the dedicated specialty distribution/protection panel.

**Paragraph 8.** The rental set forth in paragraph 3 of this Lease Agreement includes the final tenant improvement allowance of \$12.81 per ABOASF or \$543,558.57 that the Lessor will amortize over the five (5) year firm term period at a rate of 7.5%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$130,701.58 per annum or \$10,891.80 per month, in accordance with Solicitation for offer 1GA2078 paragraph 3.6. Tenant Alterations costs (\$ 12.81 per ABOASF, per 42,422 ABOASF), amortized over the five (5) year firm term period of the lease contract at an interest rate of 7.5% per year, using end of month payment computations (\$3.08 per ABOASF, \$2.68 per RSF). The amortized cost of these improvements are included in the stated rent in Paragraph 3 above.

Continued on page 2

  
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Lessor

  
\_\_\_\_\_  
&  
Government

**Paragraph 13.** In accordance with SFO Paragraph 4.2 (Operating Costs) the escalation base is established as \$7.01 per ANSI/BOMA square foot (\$6.10 per rentable square foot).

**Paragraph 24.** The Lessor shall furnish to the government, as part of the rental consideration, Those facilities, services, supplies utilities, and maintenance, in accordance with Solicitation for offers (SFO) 1GA2078, to include all server room and [REDACTED] equipment listed on attachment and classified as Exhibit "A" to this Lease Amendment.

**Paragraph 25.** FM-200 and [REDACTED] owned equipment identified in Paragraph 7 servicing the 1st floor data center shall only service space leased by the Government under this lease. If this equipment services any other space, the Lessor shall have it separated prior to that space being occupied at no additional cost to the government.

**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 Lease Amendments, the terms and conditions of this Agreement shall control and govern.**

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

FOR THE LESSOR:

Signature: [Signature]  
Name: JAMES E TAUSSIG  
Title: VICE PRESIDENT  
Entity Name: GSA, Public Buildings Service  
Date: 8-14-12

FOR THE GOVERNMENT:

Signature: [Signature]  
Name: Darnell CHARVIS  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 8/16/12

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]  
Name: ELOISE B TAUSSIG  
Title: \_\_\_\_\_  
Date: 8/14/12