

## FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as the "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between Morgan Falls Realty, LP, a Georgia limited partnership (hereinafter referred to as "Landlord"), and the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant") and provides as follows:

### WITNESSETH:

WHEREAS by virtue of that certain lease agreement originally dated November 30, 2005, CH2M Hill, Inc., a Florida corporation leased from TSO Morgan Falls, LLC premises known as Suite Numbers 540 and 550, located at 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350 (the "Original Premises"); and

WHEREAS, said Lease Agreement was subsequently amended by a First Amendment to Lease dated March 24, 2006 and a Second Amendment to Lease dated December 14, 2006, pursuant to which Amendments the Original Premises was expanded to include a total of 61,059 square feet (hereinafter referred to as the "Leased Premises") and the lease term was extended so as to expire January 31, 2012, and by a Third Amendment to Lease dated May 15, 2007, pursuant to which a final accounting of costs of improvements to the Premises was documented (the Lease Agreement as amended by the referenced First Amendment to Lease Agreement, the Second Amendment to Lease Agreement, and the Third Amendment to Lease is hereinafter referred to as the "Lease"); and

WHEREAS, Landlord acquired all right, title and interest in and to the Lease from TSO Morgan Falls, LLC; and

WHEREAS, by virtue of an Assignment of Lease dated March 31, 2008, CH2M Hill, Inc. assigned all of its right, title and interest in and to the Lease to Tenant.

WHEREAS, the parties hereto desire to amend the Lease to further extend the lease term.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The parties acknowledge and agree that the recitals set forth above are true and correct, and are hereby incorporated in their entirety.

2. Lease Term. The term of the lease is extended (the "Extended Term") so as to expire June 30, 2015.

3. Base Rental Rate. The Lease is amended to provide that Base Rent prior to the commencement of the Extended Term shall be as follows:

Months of Lease Term	Rate per Square Foot	Annual Rent	Monthly Rent
July 1, 2011- January 31, 2012	\$11.20	\$683, 860.80	\$56,988.40

**TI Repayment:** In addition to Base Rent and all other amounts due under the Lease, Tenant reaffirms the TI Repayment as defined within, and due pursuant to, paragraph 3 of the Third Amendment to Lease, in the amount of \$8,584.10 per month through January 31, 2012.

The Base Rental Rate during the Extended Term shall be as follows:

<u>Months of Extended Term</u>	<u>Rent Rate Per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
February 1, 2012 – June 30, 2012	\$11.20	\$683,860.80	\$56,988.40
July 1, 2012 – June 30, 2013	\$11.42	\$697,293.78	\$58,107.82
July 1, 2013 – June 30, 2014	\$11.65	\$711,377.35	\$59,278.11

July 1, 2014 – June 30, 2015	\$11.88	\$725,380.92	\$60,448.41
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4. Renewal Options. The parties agree that Tenant is hereby granted four (4) renewal options of ninety (90) days each, subject to the terms of this provision. To validly exercise this option a) Tenant shall not be in default under the Lease as of the date of notice as hereinafter required, or any time thereafter prior to the commencement of the exercised renewal term, and b) Tenant shall give written notice to Landlord not less than sixty (60) days prior to the expiration of the Extended Term (as to the first renewal option) and thereafter for subsequent renewal options, sixty (60) days prior to the expiration of the previously exercised renewal term. All terms and conditions of the Lease shall remain in full force and effect during the renewal terms. The Base Rental during the herein defined renewal terms shall be due at the rate of \$12.12 per square foot per annum.

5. The Lease is amended by inserting therein in Article 19 the following:

(a) (xi) a default by Tenant, or any Tenant affiliate, of any other lease agreement between Tenant, or any Tenant affiliate, and Landlord for any premises in the Building, the Project, or elsewhere.

All other terms of Article 19 remain in full force and effect as written.

6. The Lease is amended to provide in Article 1.1 (i) that the Tenant's Proportionate Share shall not increase as a result of the loss of Rentable Floor Area of the Property. All other terms of 1.1 (i) shall remain in full force and effect as written.

7. The Lease is amended in Article 1.2 (f) by: (1) inserting the word "reasonable" into the first sentence as follows: "Expenses means the aggregate of any and all reasonable costs . . ." (2) deleting the following portion of the first full sentence: "fees and expenses (including reasonable attorneys' fees) incurred in contesting the validity of any Laws that would cause an increase in Expenses; and costs (whether capital or not) that are incurred in order to conform to changes subsequent to the Date in any Laws, or that are intended to reduce Expenses or the rate of increase in Expenses (such costs will be charged to Expenses in annual installments over the useful economic life of the items for which such costs are incurred together with interest at the average Prime Rate in effect during each such calendar year)", and (3) in subsection 7 of the second sentence, deleting the words "any criminal" and inserting after the word "defending", "or participating in any legal". All other terms of 1.2(f) remain in full force and effect as written.

8. The Lease is amended in Article 5 (a) by: (1) inserting the word “reasonable” in the second sentence as follows: “any and all other reasonable sums that may become due”, and (2) deleting in the last full sentence the words “or counterclaim”. All other terms of Article 5(a) remain in full force and effect as written.

9. The Lease is amended in Article 7(a) by inserting the following at the end of the paragraph: “, factoring the amount of the previous payments received by the Landlord for the current calendar year”. All other terms of Article 7(a) remain in full force and effect as written.

10. The Lease is amended in Article 9(b) by reducing the margin of error set for the therein from five percent (5%) to two percent (2%). All other terms of Article 9(b) remain in full force and effect as written.

11. The Lease is amended in Article 10 by inserting the following at the end of the fourth sentence: “; provided, however, such fees shall not exceed those allowed by law.” All other terms of Article 10 remain in full force and effect as written.

12. The Lease is amended in Article 17 (a) by: (i) deleting the following portion of the first full sentence: “issued on a “Cause of Loss Special Form”; (ii) reducing the combined single limits for both damage to property and personal injury from “not less than \$2,000,000.00” to “not less than \$1,000,000.00” for each occurrence; and (iii) deleting the duty upon Tenant to provide that all of its insurance policies procured and maintained by Tenant pursuant to the terms of the Lease name Landlord, Landlord’s lender, and/or Landlord’s property management company, as additional insured . All other terms of Article 17(a) remain in full force and effect as written.

13. The Lease is amended in Article 19 as follows:

In 19 (a) (i) by increasing the “five (5) days after mailing of written notice” referenced therein to “ten (10) days after mailing of written notice”; and

In 19(b)(ii) by deleting from the provision addressing Landlords right to relet the Premises the following words: “such other terms as Landlord may deem advisable” and replacing them with “reasonable commercial terms”; and

In 19(c) by deleting the following sentence “Tender of Rent due after legal action has been commenced against Tenant for non-payment of Rent shall not be a defense to such action”, and by deleting the following final sentence of 19(c) “To the fullest extent permitted by law, Landlord and Tenant hereby waive trial by jury in any

action, proceeding or counterclaim brought by either against the other for any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any portion thereof, including any claim of injury or damage, and any emergency and other statutory remedy with respect thereto. Tenant shall not interpose any counterclaim in any action or proceeding for nonpayment of Rent, other than a compulsory counterclaim." All other terms of Article 19 remain in full force and effect as written.

14. The Lease is amended in Article 22 by deleting in its entirety paragraph 22 (b) and inserting therein the following:

(b) If the Premises are (i) damaged to such an extent that repairs cannot, in Landlord's judgment, be completed within ninety (90) days after the date of the commencement of repair of the casualty, or (ii) damaged or destroyed as a result of a risk which is not insured under the insurance policies required hereunder, or (iii) damaged or destroyed during the last eighteen (18) months of the Lease Term to an extent such that the Premises are untenable, or (iv) if the Property or other portion(s) of the Property are damaged in whole or in part (whether or not the Premises are damaged) to such an extent that the Property or other portion(s) of the Property cannot, in Landlord's judgment, be operated economically as an integral unit, or (v) damaged to such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Premises for a period exceeding ninety (90) days following the date of the casualty, then and in any such event Landlord may at its option terminate this Lease by notice in writing to Tenant within sixty (60) days after the day of such occurrence.

In the event that the Premises are damaged to the extent anticipated in clauses (i) and (v) hereinabove, such that the damages cannot in Landlord's reasonable judgment be completed within ninety (90) days following the date of the casualty, and provided Landlord does not either a) elect to terminate the Lease or b) make commensurate space available on the Property sufficient to allow Tenant to reasonably continue to have space required for the provision of law enforcement, then, within thirty days following the casualty, Landlord shall give Tenant written notice of its intent to commence repairs and its estimate of time in which to complete the repairs, and in such event Tenant may elect to terminate this Lease by notice in writing to Landlord within thirty (30) days after the date on which Tenant receives such notice. Furthermore, if the Premises are damaged during the final eighteen (18) months of the Lease Term to such an extent that Landlord would have the right to terminate this Lease pursuant to clause (iii) hereinabove, then in such event Tenant may elect to terminate this Lease by notice in writing to Landlord within thirty (30) days after the date of the casualty.

The Lease is amended in Article 22(c) by inserting at the end of the paragraph the following words “upon sixty (60) days written notice to Tenant. All other terms of Article 22 remain in full force and effect as written.

15. The Lease is amended in Article 25 by inserting the phrase “, appropriately payable pursuant to the terms of this Lease,” in the first sentence following the words “Additional Rent.” All other terms of Article 25 remain in full force and effect as written.

16. The Lease is amended in Article 32 by: (1) inserting the word “reasonable” in the fourth sentence as follows: “any and all reasonable expenses . . .”. All other terms of Article 32 remain in full force and effect as written.

17. The Lease is amended in Article 37 by inserting the phrase “To the extent allowed by law,” at the beginning of the first sentence. All other terms of Article 37 remain in full force and effect as written.

18. The Lease is amended in Article 43 by inserting the phrase “To the extent allowed by law,” at the beginning of the third sentence. All other terms of Article 43 remain in full force and effect as written.

19. The Lease is amended to provide that, notwithstanding anything contained in the Lease to the contrary, in the event that at any time following the date of this Amendment, repairs are necessary to the parking areas for the Building, or those access ways providing ingress and egress from the Building to the public roads, and the repairs are not necessitated by negligence of Tenant, then Tenant may give Landlord written notice of the need for the repairs. In the event that Landlord shall fail to commence the repairs within thirty (30) days following the receipt of the notice (subject to delays outside the reasonable control of Landlord, including but not limited to weather delays), then Tenant may give Landlord a supplemental written notice, which notice shall include notice of Tenant’s intent to make the necessary repairs itself, and shall include a bid from a contractor evidencing the proposed costs of the repairs. Landlord shall have twenty (20) days from receipt of the supplemental notice in which to commence the repairs (subject to delays outside the reasonable control of Landlord, including but not limited to weather delays). In the event that Landlord shall fail to timely commence the repairs following the supplemental notice as set forth herein, Tenant may complete the repairs pursuant to the bid submitted to Landlord, and Landlord shall reimburse Tenant the cost of the repairs, up to the amount of the bid, within twenty (20) days following written notice of completion of the repairs.

20. Landlord and Tenant acknowledge that, except as specifically set forth herein, all terms and conditions of the Lease remain in full force and effect as originally written. Tenant holds possession of the Leased Premises in its "as is" condition, any and all tenant improvement allowances and other concessions have been paid in full, and Landlord is not in default under any term or condition of the Lease. Should any term or condition of the Lease conflict with any term or condition of this Amendment, the term of this Amendment shall be controlling.

21. The parties acknowledge and agree that The Simpson Organization, Inc. (Landlord's Broker) represents Landlord in this transaction and The Miller Richmond Company (Tenant's Broker) represents Tenant in this transaction. Landlord's Broker and Tenant's Broker shall be paid by Landlord pursuant to a separate agreement. Tenant represents and warrants to Landlord that except for Tenant's Broker identified herein, no broker, agent, commission sales person or other person has represented Tenant in the negotiation of this Amendment and that no other commissions, fees or compensation of any kind is due and payable in connection herewith to any broker, agent, commission sales person or other person as a result of any act or agreement of Tenant. Tenant agrees to indemnify and hold Landlord harmless from any loss, liability, damage, claim, judgment, cost or expense including reasonable attorney's fees suffered or incurred by Landlord as a result of a breach by Tenant of this representation and warranty contained herein.

22. This Amendment shall be construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, Landlord and Tenant, acting by and through their duly authorized officers hereto set their hands and seals and deliver these presents as of the day and year above written.

LANDLORD: MORGAN FALLS REALTY, LP  
By: Morgan Falls Realty General Partner, LLC  
Its: General Partner  
By: \_\_\_\_\_  
Name: A. Boyd Simpson  
Its: Manager

*(Signatures continue on next page.)*

TENANT:

City of Sandy Springs Public Facilities Authority,  
a political subdivision of the State of Georgia

By: \_\_\_\_\_

Its: \_\_\_\_\_