

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 05	TO LEASE NO. GS-04B-59095	DATE 11/7/12	PAGE 1 of 1
ADDRESS OF PREMISES 3750 Naturally Fresh Blvd., Atlanta, Georgia 30349-2964			

**THIS AGREEMENT**, made and entered into this date by and between **AUSPAY ONE LLC**

whose address is: 1311 PEBBLE CREEK ROAD  
MARIETTA, GEORGIA 30067

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

**WHEREAS**, the parties hereto desire to amend the above Lease. To establish beneficial occupancy

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 4, 2012, as follows:

Paragraphs 2, 3, 4, 8 and 18 of the lease are hereby deleted in their entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years, five (5) years firm beginning on October 4, 2012, subject to termination and renewal rights as may be hereinafter set forth."

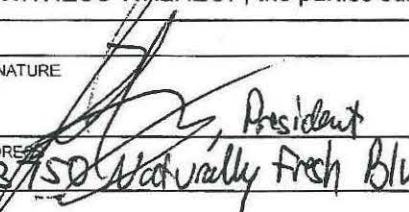
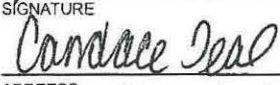

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE per RSF <sup>1</sup>	RATE per ABOASF <sup>2</sup>	MONTHLY RATE
October 4, 2012 thru October 3, 2017	\$332,094.47	\$28.88	\$33.21	\$27,674.54
October 4, 2017 thru October 3, 2022	\$247,135.00	\$21.49	\$24.71	\$20,594.58

	10/04/2012-10/03/2017		10/04/2017-10/03/2022	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$140,875.00	\$12.25	\$164,795.00	\$14.33
TENANT IMPROVEMENTS RENTAL RATE <sup>1</sup>	\$101,157.36	\$87.98		
OPERATING COSTS*	\$82,340.00	\$7.16	\$82,340.00	\$7.16
BUILDING SPECIFIC COSTS	\$7,722.11	\$0.67		
FULL SERVICE RATE	\$332,094.47	\$28.88	\$247,135.00	\$21.49

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

<b>LESSOR</b>	
SIGNATURE 	NAME OF SIGNER Joel Lackey
ADDRESS 3750 Naturally Fresh Blvd., Atlanta, GA 30349	
<b>IN PRESENCE OF</b>	
SIGNATURE 	NAME OF SIGNER Candace Teal
ADDRESS 3750 Naturally Fresh Blvd. Atlanta, GA 30349	
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER Darnell Chavis
	OFFICIAL TITLE OF SIGNER Contracting officer

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Auspay One LLC  
Attn: Joel Lackey  
1311 Pebble Creek Blvd.  
Marietta GA, 30067

- "4. The government may terminate this lease, in whole or in part, at any time on or after October 3, 2017, by giving the Lessor at least one hundred and twenty (120) days notice in writing. In the even this lease is terminated, in whole or in part, the Government will release a marketable block of space that can be utilized by a future tenant. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."
- "8. In accordance with the SOLICITATION FOR OFFERS 8GA2298, Paragraph 2.3 Broker Commission and Commission Credit (Nov 2006) and the agreement reach between the Broker and Lessor, the amount of [REDACTED] for the broker's fee is established. The Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with the lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] (rounded), which is [REDACTED] of the [REDACTED], will be deducted from the shell portion of the rent until it has been refunded to the Government. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The [REDACTED] balance which equates to [REDACTED] (rounded) is to be paid to the broker as follows: Fifty percent (50%) is due to payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month f the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$27,674.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$27,674.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Third Month's Rental Payment of \$27,674.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent."

- "18. The building specific unit costs are \$34,100.00 amortized at an interest rate of 5% over the five year firm term at \$7,722.11 annually yielding \$.67 per rentable square feet (\$.77 per ABOASF) which is inclusive of the rental rate in Paragraph 3."

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

END OF DOCUMENT