

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B- 61032	DATE 9/30/11	PAGE 1 of 2
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ADDRESS OF PREMISES

Barnett Building, Suite 202, 700 Gloucester Street, Brunswick, Glynn County, 31520-7078

THIS AGREEMENT, made and entered into this date by and between **MS2, LLC**

whose address is c/o Island Realty, Inc, 621 Ocean Boulevard, Saint Simons Island, GA 31522

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 as indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 15, 2011, as follows:

This Supplemental Lease Agreement (SLA) No. 1 has been prepared to issue acceptance and Notice to Proceed of the Lessor's proposals, indicated in Exhibit "A" attached to this SLA, in the total amount of \$ 459,274.96. The lease includes \$237,915.58 of this amount. \$221,359.38 will be paid via lump sum. The bid has been received and the cost has been determined to be fair and reasonable. Any additional expenditures made but not first authorized by a General Services Administration Contracting Officer in writing will be made at the Lessor's risk.

Payment will be due only for items which are listed in the Scope of Work, Exhibit "A" attached to this SLA1.

The Lessor will be issued a lump sum payment upon completion, inspection and acceptance of the Scope of Work by the Government. Payment is predicated on receipt of this signed SLA and a certified invoice at the time of work completion. All invoices shall be sent to: U. S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181. The Payment Document Code No. is _____ in the amount \$221,359.38 must be included with payment submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government."

The Lessor hereby waives of restoration for all areas affected by this alteration.

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 supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

***** Continued on page 2 *****

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE MS2, LLC	NAME OF SIGNER R. VERNON MIMS
ADDRESS	

IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER
ADDRESS	

UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
DARNELL CHAVIS, CONTRACTING OFFICER	
OFFICIAL TITLE OF SIGNER	

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Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$221,359.38 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

A copy of the invoice must be provided to the Contracting Officer at the following address:

GSA, Real Estate Acquisition Division (4PR1-D)
Attn: Chavis Darnell, Contracting Officer
77 Forsyth St., Suite 500 - PBS
Atlanta, GA 30303

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # _____

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease by reference.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

***** END OF SLA1 *****

INITIALS:

LESSOR

&

GOVT