

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NO. GS-04B-62241 DATE 1/5/12 PAGE 1 of 2

ADDRESS OF PREMISES Centennial Tower, 101 Marietta Street, Atlanta, GA 30303-2720

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

whose address is 101 Marietta Street, Suite 3175
Atlanta, GA 30303-2720

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 to issue acceptance and notice to proceed of the Lessor's proposal, described in the attached scope of work, in the amount of \$572,764.22. Paragraphs 3, 9 and 20 are deleted in their entirety and the following substituted therefore.

Paragraph 3. The rental rates for Blocks A, B and C are as follows:

Block A.

TERM	ANNUAL RATE	SHELL per RSF	OPERATING COST per RSF *	TI per RSF**	RATE per RSF	RATE per ABAOSF	MONTHLY RENT
1/1/2013 – 8/31/2017	\$465,877.28	\$9.92	\$5.38	\$2.23	\$17.53	\$19.54	\$38,823.11
9/1/2017 – 8/31/2022	\$553,578.08	\$13.22	\$5.38	\$2.23	\$20.83	\$23.21	\$46,131.51

* Plus accumulated operating cost adjustments

**The Tenant Improvements Allowance is amortized at a rate of 0% percent per annum for 116 months.

Block B.

TERM	ANNUAL RATE	SHELL per RSF	OPERATING COST per RSF *	TI per RSF*	RATE per RSF	RATE per ABAOSF	MONTHLY RENT
9/1/2012– 8/31/2014	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9/1/2014 – 8/31/2022	\$7,500	\$9.62	\$5.38	\$0	\$15.00	\$15.00	\$625.00

* This portion of the rent is not subject to accumulated operating costs adjustments or commission payment.

Continued on Page 2

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

LESSOR ATLANTA CENTENNIAL, LLC

SIGNATURE [Signature] NAME OF SIGNER SCOTT JACKSON
CEO

ADDRESS 101 MARIETTA STREET, Suite 3110
Atlanta Ga 30303

IN PRESENCE OF

SIGNATURE [Signature] NAME OF SIGNER YASHANA E THOMAS

ADDRESS 101 MARIETTA STREET, Suite 3110
Atlanta Ga 30303

UNITED STATES OF AMERICA

SIGNATURE [Signature] NAME OF SIGNER PAMELA W. MURPHY
OFFICIAL TITLE OF SIGNER Contracting Officer

SUPPLEMENTAL LEASE AGREEMENT NO. 2**LEASE NO. GS-04B-62241****Page 2 of 2****Block C.**

<u>TERM</u>	<u>ANNUAL RATE</u>	<u>SHELL per RSF</u>	<u>OPERATING COST per RSF</u>	<u>TI per RSF</u>	<u>RATE per RSF</u>	<u>RATE per ABAOSF</u>	<u>MONTHLY RENT</u>
9/1/2012 – 12/31/2012	\$283,050.00	\$9.92	\$5.38	\$0	\$15.30	\$16.83	\$23,587.50

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

Effective 9/1/2012 through 12/31/2012 – The Government shall pay the Lessor a combined total annual rent for Blocks B and C of \$283,050.00 at the rate of \$23,587 per month paid in arrears.

Effective 1/1/2013 through 8/31/2014 – The Government shall pay the Lessor a combined total annual rent for Blocks A and B of \$465,877.28 at the rate of \$38,823.11 per month paid in arrears, plus accumulated operating cost adjustments.

Effective 9/1/2014 through 8/31/2017 – The Government shall pay the Lessor a combined total annual rent for Blocks A and B of \$473,377.28 at the rate of \$39,448.11 per month paid in arrears, plus accumulated operating cost adjustments.

Effective 9/1/2017 through 8/31/2022 – The Government shall pay the Lessor a combined total annual rent for Blocks A and B of \$561,078.08 at the rate of \$46,756.51 per month paid in arrears, plus accumulated operating cost adjustments.

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

ATLANTA CENTENNIAL, LLC
101 Marietta Street, Suite 3175
Atlanta, Georgia 30303-2720

Paragraph 9. The rental rate in paragraph 3 of this Supplemental Lease Agreement No. 2 for the period of 116 months includes all Tenant Improvements for Block A. The actual cost of the tenant improvement construction is \$572,764.22. The Tenant Improvement Allowance (TIA) in the amount of \$572,764.22 will be amortized over a period of 116 months at an interest rate of 0%, at a rate of \$2.48 per ABOASF (\$2.23 per RSF). There is no Tenant Improvement Allowance for Block B or C.

Paragraph 20. In accordance with SFO 0GA2117, Paragraph 2.3, "Broker Commission and Commission Credit", Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] of the lease contract value for years 1-5 and [REDACTED] of the lease contract value for years 6-10) and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO 0GA2117 Paragraph 2.4, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the "Commission Credit" to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal

Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, 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 of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent: monthly installments over the shortest period practical.

Fifth Month's Rental Payment of \$38,823.11 minus the prorated Commission Credit of [REDACTED] equals the adjusted Fifth Month's Rent of [REDACTED]

Sixth Month's Rental Payment of \$38,823.11 minus the prorated Commission Credit of [REDACTED] equals the adjusted Sixth Month's Rent of [REDACTED]

Seventh Month's Rental Payment of \$38,823.11 minus the prorated Commission Credit of [REDACTED] equals the adjusted Seventh Month's Rent of [REDACTED]

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.

-----END OF DOCUMENT-----

INITIALS:

LESSOR
GOVT

GSA FORM 276 (REV. 8/2006) BACK