

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 01 TO LEASE NO. 59155 ~~GS-04B-59458~~ DATES 9/29/10 PAGE 1 of 3

ADDRESS OF PREMISES Suntrust Bank Building located at 435 Second Street, 3<sup>rd</sup> floor, Macon, GA 31201-2624

THIS AGREEMENT, made and entered into this date by and between Macon Office Investment, LLC

whose address is 121 West Trade Street, Suite 2020  
Charlotte, NC 28202-5399

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 upon execution by the Government, as follows:

Paragraphs 1,3,6,9,10,12,13 and 22 of the lease is hereby deleted in its entirety and replaced as follows:

"1. A total of 14,039 Rentable Square Feet (RSF) of office and related space, consisting of 12,208 ANSI/BOMA Office Area Square Feet (ABOASF) on the third floor in the SunTrust Bank Building located at 435 Second Street, Macon, GA 31201-2624.

to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

"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 BOASF <sup>2</sup>	MONTHLY RATE
Years 1-5	\$240,201.98	\$17.11	\$19.68	\$20,016.83
Years 6-10	\$172,541.77	\$12.29	\$14.13	\$14,378.48

Note 1: The rate per Rentable Square Feet (RSF) is determined by dividing the total annual rental by the RSF set forth in paragraph 1 above.

Note 2: The rate per ANSI/BOMA Office Area Square Feet (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in paragraph 9."

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

LESSOR Macon Office Investment, LLC

SIGNATURE  NAME OF SIGNER Christopher Robert Smith

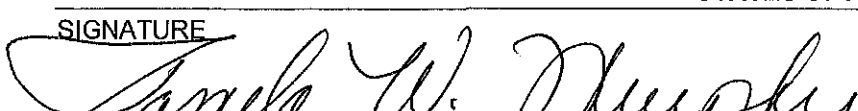
ADDRESS 121 West Trade St Suite 2020 Charlotte, NC 28202

IN PRESENCE OF

SIGNATURE  NAME OF SIGNER Jeffrey Witek

ADDRESS 121 West Trade St Ste 2020 Charlotte, NC 28202

UNITED STATES OF AMERICA

SIGNATURE  NAME OF SIGNER  
OFFICIAL TITLE OF SIGNER

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"6. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate per ABOASF as noted in Paragraph 3 above, in accordance with Clause 27 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Macon Office Investment, LLC  
121 West Trade Street, Suite 2020  
Charlotte, NC 28202-5399"

"9. The premises described in Paragraph 1 of this Supplemental Lease Agreement shall contain 12,208 ABOASF of office and related space."

"10. The rental rate in paragraph 3 of this Supplemental Lease Agreement for the period of five (5) years includes all Tenant Improvements. The Tenant Improvement allowance (T/I) provided in the lease is \$29.81 per ABOASF, or a total of \$363,920.48 amortized at an interest rate of 7% over five (5) years at a rate of \$7.08 per ABOASF (\$6.16 per RSF).

The actual cost of the tenant improvement construction is \$383,647.25. A notice to proceed cannot currently be issued on the overage in Tenant Improvement (TI) costs in the amount of \$19,726.77 until funding is received in the new fiscal year, estimated October 2010 which shall subsequently be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.gsa.finance.gov](http://www.gsa.finance.gov). If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center  
FAS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

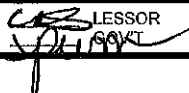
A copy of the invoice must be provided to the Contracting Officer at the following address:

Pamela Murphy  
GSA, Realty Services Division  
400 West Bay Street, Suite 67  
Jacksonville, Florida 32202  
Telephone: 904-232-2344  
Fax: 904-232-1246  
E-mail: [pamela.murphy@gsa.gov](mailto:pamela.murphy@gsa.gov)

A proper invoice must include:

1. Invoice Date
2. Name of the Lessor and Lease contract number, cited exactly as shown on the Lease
3. Building address, and a description, price and quantity of the items delivered
4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it
5. GSA PDN # \_\_\_\_\_

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INITIALS:  LESSOR  
GOVT

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"12. In accordance with Paragraph 3.4 (Tax Adjustment) of SFO No. 7GA2173, the percentage of Government occupancy is established as 9.85% (based on total building area of 142,529 RSF and the Government's occupancy of approximately 14,039 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO (except as noted for rent free space), and in accordance with GSA Form 3517B, GENERAL CLAUSES.

"13. In accordance with Paragraph 3.10 (Measurement of Space) of SFO No. 7GA2173, the common area factor (CAF) is established as 15% or 1.15, based on 14,309 RSF and 12,208 ABOASF.

"22. In accordance with the SOLICITATION FOR OFFERS 7SC2013, Paragraph 2.4, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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]. The Lessor and the Broker have agreed to a cooperating lease Commission less the Commission Credit which totals [REDACTED] to the Broker inclusive of [REDACTED] already paid with a net balance of [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

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 of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Fourth Month's Rental Payment \$20,016.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$20,016.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent."

This SLA serves as notice to proceed with construction of tenant improvements.

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

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