

## Supplemental Lease Agreement

Number 5

Lease Number: GS-04B-61072

Date: 7-25-12

731 Queens City Parkway, Gainesville, GA 30501-4357

THIS AGREEMENT, made and entered into this date by and between Walters Income Properties, LP whose address is 714 Green Street, Gainesville, GA 30501-3322, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease. The Government hereby accepts the space and all the Tenant Improvements (T/I) in their entirety as of April 16, 2012 with no further modifications. The final rental amounts are established and payable in accordance with the rent table below for the entire term of the Lease unless otherwise modified by a subsequent lease amendment in the future.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 16, 2012 as follows:

The rent table in Paragraph 3 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

Lease Year	RSF	Annual Shell	Annual Operating Rent	Annual TI	Shell Rent PRSF	Operating rent PRSF	TI PRSF	Total A/R	\$ PRSF	Monthly Rate
1/15/2012 - 4/15/2012	2,369	\$45,248.49	\$0.00	\$0.00	\$19.10	\$0.00	\$0.00	\$45,248.49	\$19.10	\$3,770.71
4/16/2012 - 1/14/2013	2,369	\$45,248.49	\$15,261.00	\$11,864.78	\$19.10	\$6.44	\$5.01	\$72,374.27	\$30.55	\$6,031.19
1/15/2013 - 1/14/2014	2,369	\$45,248.49	\$15,566.22	\$11,864.78	\$19.10	\$6.57	\$5.01	\$72,679.49	\$30.68	\$6,056.62
1/15/2014 - 1/14/2015	2,369	\$45,248.49	\$15,877.54	\$11,864.78	\$19.10	\$6.70	\$5.01	\$72,990.82	\$30.81	\$6,082.57
1/15/2015 - 1/14/2016	2,369	\$45,248.49	\$16,195.10	\$11,864.78	\$19.10	\$6.84	\$5.01	\$73,308.37	\$30.94	\$6,109.03
1/15/2016 - 1/14/2017	2,369	\$45,248.49	\$16,519.00	\$11,864.78	\$19.10	\$6.97	\$5.01	\$73,632.27	\$31.08	\$6,136.02
1/15/2017 - 1/14/2018	2,369	\$47,522.73	\$16,849.38	\$11,864.78	\$20.06	\$7.11	\$5.01	\$76,236.89	\$32.18	\$6,353.07
1/15/2018 - 1/14/2019	2,369	\$47,522.73	\$17,186.36	\$11,864.78	\$20.06	\$7.25	\$5.01	\$76,573.88	\$32.32	\$6,381.16
1/15/2019 - 1/14/2020	2,369	\$47,522.73	\$17,530.09	\$11,864.78	\$20.06	\$7.40	\$5.01	\$76,917.60	\$32.47	\$6,409.80
1/15/2020 - 1/14/2021	2,369	\$47,522.73	\$17,880.69	\$11,864.78	\$20.06	\$7.55	\$5.01	\$77,268.20	\$32.62	\$6,439.02
1/15/2021 - 1/14/2022	2,369	\$47,522.73	\$18,238.31	\$11,864.78	\$20.06	\$7.70	\$5.01	\$77,625.82	\$32.77	\$6,468.82
1/15/2022 - 1/14/2023	2,369	\$49,882.85	\$18,603.07	\$0.00	\$21.06	\$7.85	\$0.00	\$68,485.92	\$28.91	\$5,707.16
1/15/2023 - 1/14/2024	2,369	\$49,882.85	\$18,975.14	\$0.00	\$21.06	\$8.01	\$0.00	\$68,857.99	\$29.07	\$5,738.17
1/15/2024 - 1/14/2025	2,369	\$49,882.85	\$19,354.64	\$0.00	\$21.06	\$8.17	\$0.00	\$69,237.49	\$29.23	\$5,769.79
1/15/2025 - 1/14/2026	2,369	\$49,882.85	\$19,741.73	\$0.00	\$21.06	\$8.33	\$0.00	\$69,624.58	\$29.39	\$5,802.05
1/15/2026 - 1/14/2027	2,369	\$49,882.85	\$20,136.57	\$0.00	\$21.06	\$8.50	\$0.00	\$70,019.42	\$29.56	\$5,834.95

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

Lessor: Walters Income Properties, LP

By [Signature]  
(Signature)

(Title)

In Presence of

[Signature]  
(Signature)

714 Green St; Gainesville, GA 30501  
(Address)

United States Of America, General Services Administration, Public Buildings Service.

[Signature]  
Brian Narducci

Contracting Officer

(Official Title)



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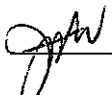
In accordance with Supplemental Lease Agreement 3, shell rent has been paid for the period starting January 15, 2012 through April 15, 2012. The T/I expended on the Premises was \$87,420.00 and that has been amortized over the remaining 117 months of the Lease firm term (April 16, 2012 through April 15, 2022) at a rate of 6.00% in accordance with Solicitation for Offers 0GA2054, Paragraph 3.3.

In lieu of operating expense adjustments outlined in Solicitation for Offers 0GA2054, Paragraph 4.3 (OPERATING COSTS), The Government and Lessor agree to a fixed 2% annual increase in operating expenses as reflected in the rent table above.

The occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless approved by a GSA Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

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.

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