

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NO. GS-04B-62169 DATE 12/18/2012 PAGE 1 of 2

ADDRESS OF PREMISES 56 Park of Commerce Boulevard, Savannah, Georgia 31405-1358

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

whose address is 420 West 4<sup>th</sup> Street, Winston-Salem, North Carolina 27101-2837

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

**WHEREAS**, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2012 to modify the annual rent for the firm term including previous payments, to modify the broker commission and commission credit and to document the actual tenant improvement costs, paragraphs 1.03.A, 1.04 and 1.08 have been deleted and replaced as follows:

**Paragraph 1.03, section A is hereby deleted in its entirety and replaced as follows:**

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

Years 1-5 (Firm Term): January 22, 2012 – October 31, 2012 *						
Annual Shell Rate	Annual OPER Rate	Annual TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$81,069.80	\$26,776.00	\$29,914.20	\$30.75	\$32.9018	\$137,760.00	\$11,480.00
Years 1-5 (Firm Term): November 1, 2012 – January 21, 2017						
Annual Shell Rate	Annual OPER Rate	Annual TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$81,069.80	\$26,776.00	\$11,269.61	\$26.5883	\$28.4489	\$119,115.41	\$9,926.28
Years 6-10: January 22, 2017 – January 21, 2022						
Annual Shell Rate	Annual OPER Rate	Annual TI Rate	PRSF RATE	ABOASF RATE	ANNUAL RENT	MONTHLY RATE
\$81,069.80	\$26,776.00	\$0.00	\$24.0727	\$25.7573	\$107,845.80	\$8,987.15

\* Note: The annual rent for Years 1-5 (Firm Term): January 22, 2012 – October 31, 2012 have been paid to date.

Continued on Page 2 of 2

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

**LESSOR SAV, LLC**

SIGNATURE <i>Carver Rudolph</i>	NAME OF SIGNER CARVER RUDOLPH
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ADDRESS 420 WEST FOURTH ST, SUITE 202, WINSTON-SALEM, NC 27101

**IN PRESENCE OF**

SIGNATURE <i>x Robin Fletcher</i>	NAME OF SIGNER x ROBIN FLETCHER
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ADDRESS x 420 W FOURTH ST STE 202 WINSTON SALEM, NC 27101

**UNITED STATES OF AMERICA**

SIGNATURE <i>Darnell Chavis</i>	NAME OF SIGNER Darnell Chavis
	OFFICIAL TITLE OF SIGNER Contracting officer

**SUPPLEMENTAL LEASE AGREEMENT NO. 2**

**LEASE NO. GS-04B-62169**

**Page 2 of 2**

**Paragraph 1.04 is hereby deleted in its entirety and replaced as follows:**

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)**

A. 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] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. 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 monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$9,926.28 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$9,926.28 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

**Paragraph 1.08 of the Lease is hereby deleted in its entirety and replaced as follows:**

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

In separate correspondence (SLA No. 1), the Government issued a Notice to Proceed for Tenant Improvements in the amount of \$50,994.10 which will be amortized in the lease over the firm term (60 months) at 4%. The entire Tenant Improvement (T/I) Allowance of \$135,359.43 has not been used therefore the annual rent in Paragraph 1.03, section A above for Years 1-5 (Firm Term): November 1, 2012 – January 21, 2017 has been adjusted downward to off-set the difference in the T/I.

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: [Signature] LESSOR  
GOV'T

GSA FORM 276 (REV. 8/2006) BACK