

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-61115	DATE 11/14/12	PAGE 1 of 2
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ADDRESS OF PREMISES
225 Peachtree Street, Atlanta, GA 30303-1701

THIS AGREEMENT, made and entered into this date by and between **ACP Peachtree Center LLC**

whose address is 225 PEACHTREE STREET, SUITE 200
ATLANTA, GA 30303-1701

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

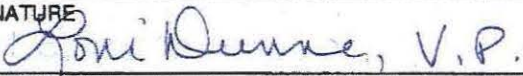
WHEREAS, the parties hereto desire to amend the above Lease contract as indicated below.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution of this Supplemental Lease Agreement (SLA) by the Government, as follows to establish the revised total annual rent and rate. Paragraphs 1.03A and 1.04 are deleted in their entirety and the following substitutes therefore:

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

LESSOR

SIGNATURE 	NAME OF SIGNER LORI DUNNE
ADDRESS 225 Peachtree Street, Suite 200, Atlanta, GA 30303-1701	

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER LORI DUNNE
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UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Darnell Chavis Darnell Chavis
OFFICIAL TITLE OF SIGNER GSA Contracting Officer	

Paragraph 1.03A "RENT AND OTHER CONSIDERATION – SUCCEEDING (APR 2011)":

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

FIRM TERM	01/18/2012-11/17/2012		11/18/2012-12/17/2012 ^c		12/18/2012-01/17/2017	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$37,246.00	\$11.00	\$9,669.46	\$2.86	\$37,246.00	\$11.00
TENANT IMPROVEMENTS RENTAL RATE ¹	\$4,943.56	\$1.46	\$1,940.88	\$0.57	\$1,940.88	\$0.57
OPERATING COSTS	\$21,162.50	\$6.25	\$21,162.50	\$6.25	\$21,162.50	\$6.25
FULL SERVICE RATE	\$63,352.06	\$18.71	\$32,772.84	\$9.68	\$60,349.38	\$17.82

¹The Tenant Improvements Allowance (TIA) of \$9,704.39 is amortized at a rate of zero (0) percent per annum for five (5) years

²The Lessor has been receiving the full monthly rent (less two (2) months of commission credit) to include the full TIA resulting in a monthly rent over payment averaging \$287.26 per month. This month's adjustment is to correct the ten (10) months of overpayment (original monthly rent: \$5,279.33; adjusted monthly rent: \$2,731.07; remaining firm term monthly rent: \$5,029.12)

NON-FIRM TERM	01/18/2017-01/17/2022	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$37,246.00	\$11.00
TENANT IMPROVEMENTS RENTAL RATE ¹	\$0.00	\$0.00
OPERATING COSTS	\$21,162.50	\$6.25
FULL SERVICE RATE	\$58,408.50	\$17.25

Paragraph 1.04 "BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)":

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 period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph 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:

Month 1 Rental Payment \$5,029.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$5,029.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

NOTE: The Lessor has already received two (2) months of reduced monthly rent due to the application of the commission credit from the original Lease that included the unadjusted full tenant improvement allowance. The impact of this has been reflected in the revised Paragraph 1.03A (above) and adjusted accordingly:

MONTH	ORIGINAL RENT (RENT PAID)	REVISED RENT (ADJ. FOR TIA)	OVERPAYMENT
01/18/12-02/17/12 ¹	\$3,125.37	\$2,977.23	-\$148.14
02/18/12-03/17/12 ¹	\$3,125.37	\$2,977.23	-\$148.14
03/18/12-04/17/12	\$5,279.33	\$5,029.11	-\$250.22
04/18/12-05/17/12	\$5,279.33	\$5,029.11	-\$250.22
05/18/12-06/17/12	\$5,279.33	\$5,029.11	-\$250.22
06/18/12-07/17/12	\$5,279.33	\$5,029.11	-\$250.22
07/18/12-08/17/12	\$5,279.33	\$5,029.11	-\$250.22
08/18/12-09/17/12	\$5,279.33	\$5,029.11	-\$250.22
09/18/12-10/17/12	\$5,279.33	\$5,029.11	-\$250.22
10/18/12-11/17/12	\$5,279.33	\$5,029.11	-\$250.22

¹ Monthly Rental Payment adjusted for prorated Commission Credit for adjusted 1st and 2nd Month's rent

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