

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-61032	DATE 9/28/12	PAGE 1 of 2
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**ADDRESS OF PREMISES**

Barnett Building, Suite 202, 700 Gloucester Street, Brunswick, Glynn County, 31520-7078

**THIS AGREEMENT**, made and entered into this date by and between **MS2, LLC**

whose address is 550 Ocean Blvd., St. Simons Island, GA 31522-0000.

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, to issue the Notice to Proceed and establish the lump sum payment amount to provide and install door locks, to establish the final broker prorated commission credit, and establish the Lessor's mailing address for administrative purposes. Paragraph 23 is deleted and substituted as follows, and Paragraph 25 added.

Unless otherwise specifically stated, the Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction drawings (including, without limitation, plans and specifications), construction cost and services and all other similar cost and expenses associated with the installation of the work described below:

Provide and install seven (7) new storeroom function locksets with lever type door handles [REDACTED] Total

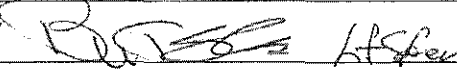
All work must be completed within 30 days from issuance of this Notice to Proceed.

Lessor will be paid a lump sum payment in the amount of [REDACTED] after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in this Lease Amendment, and (b) stated and depicted in Bid #1 of Exhibit "1", or (c) specifically requested in writing by the GSA Contracting Officer. These items can be removed by the Government at any time. Title to items for which the Government makes a lump sum payment shall vest in the Government. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

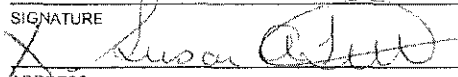
For payment purposes, all invoices shall be sent to: U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 and Lessor's certified billing invoice shall reference the following Payment Document Number PDN# PS0022041."

[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**

SIGNATURE MS2, LLC 	NAME OF SIGNER DENT. SLADEW, L.F. SATER
ADDRESS	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER Sue Tuttle
ADDRESS	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER DARNELL CHAVIS, CONTRACTING OFFICER
OFFICIAL TITLE OF SIGNER	

# SUPPLEMENTAL LEASE AGREEMENT

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**Paragraph 23** "In accordance with SFO No. 0GA2031, Paragraph 2.5, the Lessor and 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 this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: One-hundred percent (100%) is due and payable within 30 days after lease award. 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 rental payments and continue as indicated in this schedule for adjusted monthly rent.

First Month's Rental Payment of \$19,512.56 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$19,512.56 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

Third Month's Rental Payment of \$19,512.56 minus the prorated Commission Credit of [REDACTED] equals the adjusted Third Month's Rent of [REDACTED].

Fourth Month's Rental Payment of \$19,512.56 minus the prorated Commission Credit of [REDACTED] equals the adjusted Fourth Month's Rent of [REDACTED]."

**Paragraph 25** The mailing address for administrative purposes is:

MS2, LLC  
P. O. Box 21158  
St. Simons Island, GA 31522-0648"


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 lease agreements, the terms and conditions of this Agreement shall control and govern.

\*\*\*\*\* End of SLA 4\*\*\*\*\*

Initials:



Lessor



Government