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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE<br/>SUPPLEMENTAL LEASE AGREEMENT</b>   | <b>SUPPLEMENTAL<br/>AGREEMENT<br/>No. 2<br/>(2 Pages)</b> | <b>DATE</b><br><div style="font-size: 1.2em; margin-top: 5px;">12-21-11</div> |
| <b>TO LEASE NO. GS-04B-61072</b>   |   |   |
| <b>ADDRESS OF PREMISES:</b> 731 Queen City Parkway<br>Gainesville, GA 30501-4357   |   |   |
| <p>THIS AGREEMENT, made and entered into this date by and between, Walters Income Properties, LP whose address is: 714 Green St. Gainesville, GA 30501-3322</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to issue the Notice to Proceed with construction of Tenant Improvements.</p> <p>WHEREAS this Notice to Proceed is issued for the NOT EXCEED amount of \$189,950.36 in accordance with the proposal provided by Scruggs &amp; Grizzle Contracting Inc.</p> <p>The Government hereby accepts the Lessor's proposal to furnish all labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings, construction cost and services, and all other similar cost and expenses associated with the alterations to the space. Lessor will maintain all supplemental HVAC improvements referenced for the work as described in the construction drawings provided by the Lessor on September 9, 2011 as described in the summary proposal dated December 21, 2011. GSA issues this notice to proceed for alterations not to exceed \$189,950.36. All work must be complete NLT April 15, 2011.</p> <p>The Lessor will be paid a lump sum totaling \$189,950.36. There will be no additional change orders issued under this NTP. Any additional items will be paid via separate funding. The occupying tenant does not have contractual authority to enter into any agreements with the lessor, or the lessor's representatives for any additional improvements, changes or modifications. The lessor hereby acknowledges that any additional expenditures not previously approved by the GSA Contracting Officer may result in unrecoverable costs for the lessor. The Government shall make a lump sum payment after completion of work and acceptance by the Government.</p> <p style="text-align: center;">(continued on the next page)</p> <p>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.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> |   |   |
| <p><b>LESSOR: Walters Income Properties, LP</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p>BY <u><i>J. Walters</i></u><br/>(Signature)</p> </div> <div style="width: 40%; text-align: center;"> <p><u>12/21/11</u><br/>(Title)</p> </div> </div>   |   |   |
| <p>IN THE PRESENCE OF (witnessed by:)</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p><u><i>Darla Eden</i></u><br/>(Signature)</p> </div> <div style="width: 40%; text-align: center;"> <p><u>714 GREEN ST.<br/>GAINESVILLE, GA 30501</u><br/>(Address)</p> </div> </div>   |   |   |
| <p>United States of America, General Services Administration (GSA)</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p>BY <u><i>Brian Narducci</i></u><br/>Brian Narducci</p> </div> <div style="width: 40%; text-align: center;"> <p><u>12/21/11</u><br/>DATE</p> </div> </div>  |   |   |