

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-62241	DATE 8/13/12	PAGE 1 of 4
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ADDRESS OF PREMISES Centennial Tower, 101 Marietta Street, Atlanta, Georgia 30303-2720

THIS AGREEMENT, made and entered into this date by and between **Atlanta Centennial, LLC**  
whose address is 101 Marietta Street, Suite 3175, Atlanta, GA 30303-2720

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

WHEREAS, the parties hereto desire to amend the above lease to establish beneficial occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to establish beneficial occupancy. Paragraphs 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, and 20 are deleted in their entirety and the following substituted therefore. Paragraphs 21 and 22 are added.

**Paragraph 1.** The Lessor hereby leases to the Government the following described premises:

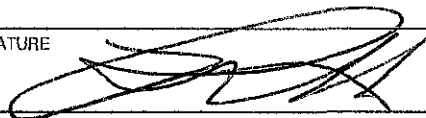
**Block A.** A total of 23,846 ANSI/BOMA Office Area square feet (26,576 RSF) of office and related space, located on the 32<sup>nd</sup> and 34<sup>th</sup> floors at Centennial Tower, 101 Marietta Street, Atlanta, Georgia 30303-2720, and three (3) structured, reserved parking spaces.


**Block B. Storage Space.** A total of 500 ANSI/BOMA Office Area square feet (500 RSF) of storage space located on the lower level at Centennial Tower, 101 Marietta Street, Atlanta, Georgia 30303-2720.


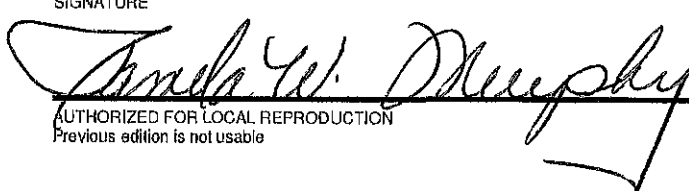
**Block C. Swing Space.** Lessor agrees to provide a total of 16,818 ANSI/BOMA Office square feet (18,500 RSF) of office and related space, swing space, located on the 30<sup>th</sup> floor at Centennial Tower, 101 Marietta Street, Atlanta, Georgia 30303-2720, and three (3) structured, reserved parking spaces. Block C shall be released upon delivery and occupancy of Block A.

For a total of 41,164 ANSI/BOMA Office Area square feet (45,576 RSF) of office and related space located on floors 30, 32, 34, and lower level together with three (3) structured, reserved parking spaces at the building known as the Centennial Tower located at 101 Marietta Street, Atlanta, GA 30303-2720.

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

LESSOR <b>Atlanta Centennial, LLC</b>	
SIGNATURE 	NAME OF SIGNER Kevin Oatis
ADDRESS 1455 Lincoln Parkway Suite 425 Atlanta, GA 30346	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Jennifer Mineck

	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER PAMELA W. MURPHY
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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**Paragraph 2.** TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

**Block A.** for the period beginning 01/01/2013 through 08/31/2022.

**Block B.** for the period beginning 09/01/2012 through 08/31/2022. The Government may terminate Block B at any time during the 10 year lease term. No rent shall accrue on the terminated square footage after the effective date of the termination, said notice shall be computed commencing with the day after the date of mailing.

**Block C.** for the period beginning 09/01/2012 through 12/31/2012. Termination and relinquish of Block C space shall be coterminous with the commencement date of Block A.

**Paragraph 3.** The rental rates for Blocks A, B and C are as follows:

**Block A.**

<u>TERM</u>	<u>ANNUAL RATE</u>	<u>SHELL per RSF</u>	<u>OPERATING COST per RSF *</u>	<u>TI per RSF**</u>	<u>RATE per RSF</u>	<u>RATE per ABAOSF</u>	<u>MONTHLY RENT</u>
1/1/2013 – 8/31/2017	\$500,957.60	\$9.92	\$5.38	\$3.55	\$18.85	\$21.01	\$41,746.47
9/1/2017 – 8/31/2022	\$588,658.40	\$13.22	\$5.38	\$3.55	\$22.15	\$24.69	\$49,054.87

\* Plus accumulated operating cost adjustments

\*\*The Tenant Improvements Allowance is amortized at a rate of 0% percent per annum for 116 months.

**Block B.**

<u>TERM</u>	<u>ANNUAL RATE</u>	<u>SHELL per RSF</u>	<u>OPERATING COST per RSF *</u>	<u>TI per RSF*</u>	<u>RATE per RSF</u>	<u>RATE per ABAOSF</u>	<u>MONTHLY RENT</u>
9/1/2012– 8/31/2014	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9/1/2014 – 8/31/2022	\$7,500	\$9.62	\$5.38	\$0	\$15.00	\$15.00	\$625.00

\* This portion of the rent is not subject to accumulated operating costs adjustments.

**Block C.**

<u>TERM</u>	<u>ANNUAL RATE</u>	<u>SHELL per RSF</u>	<u>OPERATING COST per RSF</u>	<u>TI per RSF</u>	<u>RATE per RSF</u>	<u>RATE per ABAOSF</u>	<u>MONTHLY RENT</u>
9/1/2012 – 12/31/2012	\$283,050.00	\$9.92	\$5.38	\$0	\$15.30	\$16.83	\$23,587.50

**The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:**

Effective 9/1/2012 through 12/31/2012 – The Government shall pay the Lessor a combined total annual rent for Blocks B and C of \$283,050.00 at the rate of \$23,587 per month paid in arrears.

Effective 1/1/2013 through 8/31/2014 – The Government shall pay the Lessor a combined total annual rent for Blocks A and B of \$500,957.60 at the rate of \$41,746.47 per month paid in arrears, plus accumulated operating cost adjustments.

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Effective 9/1/2014 through 8/31/2017 – The Government shall pay the Lessor a combined total annual rent for Blocks A and B of \$508,457.60 at the rate of \$42,371.47 per month paid in arrears, plus accumulated operating cost adjustments.

Effective 9/1/2017 through 8/31/2022 – The Government shall pay the Lessor a combined total annual rent for Blocks A and B of \$596,158.40 at the rate of \$ 49,679.87 per month paid in arrears, plus accumulated operating cost adjustments.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**ATLANTA CENTENNIAL, LLC**  
**101 Marietta Street, Suite 3175**  
**Atlanta, Georgia 30303-2720**

**Paragraph 4 of the lease is hereby deleted in its entirety.**

**4. TERMINATION NOTICE:**

~~The Government may terminate this lease [in whole or in part] at any time on or after 09/01/2017, by giving the Lessor at least ninety (90) day notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~ **INTENTIONALLY DELETED**

**Paragraph 8.** In accordance with Paragraph 1.12, "Building Shell Requirements" of SFO No. 0GA2117, the shell rate for Block A is established as \$9.92 per RSF (\$10.91 per ABOASF) for the period of 9/1/2012 – 12/31/2012; the shell rate is established as \$9.92 per RSF (\$11.06 per ABOASF) for the period of 1/1/2013 – 8/31/2017; the shell rate is established as \$13.22 per RSF (14.73 per ABOASF) for the period of 9/1/2017 – 8/31/2022.

**Paragraph 9.** of Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer" of SFO No. 0GA2117, the maximum Tenant Improvement Allowance for Block A shall be \$913,215.95 (38.2964/ABOASF), amortized over 116 months at 0%, yielding an annual cost of \$94,470.62 at a rate of \$3.55 per RSF (\$3.96 per ABOASF) and is included in the annual rent payment identified in Paragraph 3 of this lease. There is no Tenant Improvement Allowance for Block B.

**Paragraph 10.** Pursuant to Paragraph 3.3, "Tenant Improvements Rental Adjustment" of SFO No. 0GA2117, the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance. If the T/I cost exceeds \$913,215.95, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$38.2964/ABOASF or \$913,215.95 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

**Paragraph 11.** In accordance with Paragraph 4.1, "Measurement of Space", of SFO No. 0GA2117, the common area factor (CAF) is established as .909 (9.09%) for the 32nd floor, based on 18,650 RSF and 16,954 ABOASF, and the common area factor (CAF) is established as 1.15 (15%) for the 34th floor, based on 7,926 RSF and 6,892 ABOASF.

**Paragraph 12.** In accordance with Paragraph 4.2, "Tax Adjustment", of SFO No. 0GA2117, the percentage of Government occupancy is established as 5.77% (based on total building area of 460,437 RSF and the Government's occupancy of 26,576 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.

**Paragraph 13.** In accordance with Paragraph 4.3, "Operating Costs", of SFO No. 0GA2117, the escalation base is established as \$5.38 per RSF (\$6.00 per ABOASF), \$142,978.88 per annum.

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**Paragraph 20.** In accordance with SFO 0GA2117, Paragraph 2.3, "Broker Commission and Commission Credit", 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] of the lease contract value for years 1-5 and [REDACTED] of the lease contract value for years 6-10) and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO 0GA2117 Paragraph 2.4, 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

Notwithstanding Paragraph 3 of this Standard Form 2 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: monthly installments over the shortest period practical.

Fifth Month's Rental Payment of \$41,746.47 minus the prorated Commission Credit of [REDACTED] equals the adjusted Fifth Month's Rent of [REDACTED].

Sixth Month's Rental Payment of \$41,746.47 minus the prorated Commission Credit of [REDACTED] equals the adjusted Sixth Month's Rent of [REDACTED].

Seventh Month's Rental Payment of \$41,746.47 minus the prorated Commission Credit of [REDACTED] equals the adjusted Seventh Month's Rent of [REDACTED].

**Paragraph 21.** The Lessor shall provide to the Government the following the use of the existing furniture on the 30<sup>th</sup> floor, swing space, shall be provided to the Government at no additional cost. The furniture remains the property of the Lessor.

**Paragraph 22.** The physical move of the Government Agency to and from the 30<sup>th</sup> floor and 32<sup>nd</sup> and 34<sup>th</sup> floors shall be at no additional cost to the Government, provided the costs do not exceed \$40,000.00.

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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