

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-62272	DATE 12/19/2012	PAGE 1 of 7
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ADDRESS OF PREMISES **Reade Circle – Parcel ID 34637 (exact address will be established via SLA prior to occupancy by the Government)**

THIS AGREEMENT, made and entered into this date by and between Rooker Properties, LLC

whose address is: 4920 North Royal Atlanta Drive
Tucker, GA 30084

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

WHEREAS, the parties hereto desire to amend the above Lease to issue the Notice to Proceed on Tenant Improvements, revise the tenant improvement allowance, delete and replace Paragraphs 1.03, 1.04, and 1.08 of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Supplemental Lease Agreement (SLA) and the Notice to Proceed is issued for the NOT-TO-EXCEED amount of \$1,573,799.16 in accordance with the specifications detailed in the Construction Documents dated 8/7/12 and the construction bids dated 11/1/12 and revised dated 12/18/12 (see attached bid summary).

TI Bids	\$1,573,799.16
TI Allowance	\$1,594,611.00
Remaining TI Allowance	\$20,811.84


The occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space.


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

LESSOR Rooker Properties, LLC

	NAME OF SIGNER <i>Elbert Rivers</i>
	ADDRESS 4920 North Royal Atlanta Drive, Tucker, GA 30084

IN PRESENCE OF

	NAME OF SIGNER <i>Daniel R. P. Hill</i>
	<i>4920 North Royal Atlanta Drive Tucker GA 30084</i>

UNITED STATES OF AMERICA

	NAME OF SIGNER: Robert E. Scott
	OFFICIAL TITLE OF SIGNER: Contracting Officer

ER

Paragraph 1.08 of the Lease is hereby deleted and replaced with the following:

TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance for purposes of this Lease is \$1,594,611.00. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. The amount used as of the date of this SLA is \$1,573,799.16. This amount will be amortized into the rent over the firm term of this Lease at an interest rate of 4.295 percent per year resulting in an annual amortization of \$142,502.72 (\$5.61 PRSF / \$7.27 PABOASF).

Paragraph 1.03 of the Lease is hereby deleted and replaced with the following:

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

	YEARS 1 – 15 (FIRM TERM)		YEARS 16 – 20	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$547,633.79	\$21.55 ¹	\$636,535.28	\$25.05 ¹
TENANT IMPROVEMENTS RENTAL RATE*	\$142,502.72	\$5.61 ¹	\$0.00	\$0.00
OPERATING COSTS	\$124,109.08	\$4.88 ¹	\$124,109.08	\$4.88 ¹
BUILDING SPECIFIC SECURITY COSTS	\$59,216.84	\$2.33 ¹	\$0.00	\$0.00
FULL SERVICE RATE	\$873,462.43	\$34.37¹	\$760,644.36	\$29.93¹

*The Tenant Improvements Allowance is amortized at a rate of 4.295 percent per annum for 15 years.

¹Rates may be rounded.

Paragraph 1.04 of the Lease is hereby deleted and replaced with the following:

BROKER COMMISSION AND COMMISSION CREDIT:

Studley, Inc ("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 Studley, Inc. 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.

Commission Credit: [REDACTED]

Months to Amortize: 6

Monthly Amortization: [REDACTED]

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 \$72,788.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$72,788.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$72,788.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

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Month 4 Rental Payment \$72,788.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

Month 5 Rental Payment \$72,788.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

Month 6 Rental Payment \$72,788.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

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