

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 2

DATE
5/21/10

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS-04B-48087

ADDRESS OF PREMISES: The Prince Building, 1650 Prince Avenue, Athens, GA 30606-6027

THIS AGREEMENT, made and entered into this date by and between Milledge Partners, LLC

whose address is 2027 S. Milledge Avenue, Athens, GA 30605-1607

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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, effective April 7, 2010, as follows:

1. JOSEPH TODD EMILY is hereby deleted as Lessor's name and replaced as follows:

THIS LEASE, made and entered into this date by and between Milledge Partners.

2. The Lessor hereby leases to the Government the following described premises:

A total of 13,392 Rentable Square Feet (RSF) of office and related space, consisting of 11,643 ANSI/BOMA Office Area Square Feet (ABOASF) at a newly constructed building, the Prince Building, located at 1650 Prince Avenue, Athens, GA 30606-6027.

3. Paragraph 2 of the lease contract is deleted in its entirety and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 7, 2010 through April 6, 2020, subject to termination and renewal rights as may be hereafter set forth.

[CONTINUED ON PAGE 2 OF 2]

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR MILLEDGE PARTNERS, LLC

BY

IN PRESENCE OF

UNITED STATES OF AMERICA

BY

AUDREY IKNER
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

GSA FORM 276 (REV. 7-67)

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4. Paragraph 3 of the lease contract is hereby deleted and replaced as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF¹</u>	<u>RATE per ABOASF²</u>	<u>MONTHLY RATE</u>
04/07/2010 - 04/08/2015	\$431,356.32	\$32.21	\$37.05	\$36,946.36
04/07/2016 - 04/08/2020	\$399,751.20	\$29.05	\$34.35	\$33,312.60

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF square footage set forth in Paragraph 1 above.

5. Paragraph 4 of the lease contract is deleted in its entirety and replaced as follows:

The Government may terminate this lease, in whole or in part, at any time on or after April 7, 2015, by giving the Lessor at least one hundred eighty (180) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

6. Paragraph 5 of the lease contract is deleted in its entirety and replaced as follows:

Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per BOMA office area square foot (POASF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA office area square footage requested in SOLICITATION FOR OFFERS, Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MILLEDGE PARTNERS, LLC
 2027 S. MILLEDGE AVENUE
 ATHENS, GA 30605-1607

7. The shell rate is established as \$13.80 RSF (\$15.87 ABOASF) for years 1 thru 10 (the entire term of the lease contract).

INITIALS: JK LESSOR ai GOV'T

