

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

Sept, 28, 2007

LEASE NO. GS-04B-47138

THIS LEASE, made and entered into this date by and between **1671 Belle Isle, LLC**

whose address is

1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

and whose interest in the property hereinafter described is that of Owner

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

10,470 BOMA Office Area Square Feet (12,275 Rentable Square Feet) of office and related space located on the second floor in the building known and designated as Offices at Belle Hall, Building 2 located at 1671 Belle Isle Avenue, Mt. Pleasant, South Carolina as outlined on the demising plan labeled Exhibit "B" attached hereto and made a part hereof, together with 51 surface parking spaces (17 reserved surface parking spaces) located on-site of the leased location.

to be used for Office and other related uses.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about (See Paragraph 6 of the lease)

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: (See Paragraphs 7 and 8 of the lease)

Rent checks shall be made payable to: **1671 Belle Isle, LLC**
1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

4. The Government may terminate this lease in whole or part at any time on or after March 31, 2018 by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The following are attached and made t hereof:

- a) SF-2 Portion of the Lease (pages 1-2)
- b) Continuation of SF-2 GS-04B47138 (pages 1-4)
- b) SFO Portion of the Lease 6SC0037 (pages 1-47)
- c) FBI Specific Requirements (pages 1-22)
- d) Exhibit A General Clauses (1 page)
- e) GSA form 3518 (rev. 1/04) (pages 1-7)
- f) GSA form 3517B (rev. 11/05) (pages 1-33)
- g) Demising plan labeled Exhibit "B"
- h) Rider containing Paragraphs 6-23 (pages 1-5)

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

LESSOR **1671 Belle Isle, LLC**

BY *M. M. Scott Jr* (Signature) _____ (Signature)

IN THE PRESENCE OF: *M. M. Scott Jr* (Signature) *1200 Lake Leon Dr., Atl., GA* (Address)

UNITED STATES OF AMERICA

BY *Maria Dent* (Signature) _____ GSA Contracting Officer

MMS

6. The term of this lease agreement shall commence upon completion of all alterations specified in the lease, the design intent drawings, the construction drawings, the special requirements and all the attachments, and upon acceptance thereof by the Government as satisfactorily completed and will run for a period of fifteen (15) years thereafter, subject to termination rights as set forth above in paragraph 4 of this lease. The commencement date shall be more particularly set forth in a supplemental lease agreement.

7. The Government shall pay the Lessor a total annual rent of **\$331,056.75** (\$26.97 per rentable square foot) at a rate of \$27,588.06 per month for **years 1-10** and an annual rent of **\$307,611.50** (\$25.06 per rentable square foot) at a rate of \$25,634.29 per month for **years 11-15** in arrears and will be adjusted in accordance with paragraph 3.7 of this lease agreement.

8. The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$351,896.70 for the construction of the tenant improvements which shall be amortized into the annual rental over years 1-10 at an interest rate of 8%. Pursuant to this calculation, the portion of the annual rent amortized as **annual tenant improvement rental is \$51,233.74 per annum or \$4,269.48 per month**. If the actual cost of constructing the tenant improvements is less than the tenant improvement allowance, the rental rate will be reduced to reflect that actual cost which will be amortized into the annual rental over years 1-10 at an interest rate of 8% and such adjusted amount shall constitute the annual tenant improvement rental. If the actual cost of constructing the tenant improvements is more than the maximum tenant improvement allowance, the rental rate will be increased to reflect that cost, which will be amortized into the annual rental over years 1-10 at an interest rate of 8% and such adjusted amount, shall be included in the annual tenant improvement rental. The tenant improvement allowance will be used to provide the requirements specified in the FBI's Special Requirements Section of this Solicitation For Offers, including alterations or security upgrades to the building. The Lessor shall be reimbursed a negotiated price for any tenant improvements provided above the requirements specified in Solicitation For Offers Paragraph 1.9, entitled "Building Shell Requirements (FEB 2007). Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a supplemental lease agreement.

9. For the purpose of the operating cost escalation, in accordance with Paragraph 3.7 and 3.8 of this Lease agreement, **the annual base cost of services (which is included in the total annual amount identified above) is \$49,222.75 or \$4.01 PRSF (calculated based on 12,275 rsf)**.

10. For the purpose of the Real Estate Tax Adjustment, in accordance with Paragraphs 3.5 and 3.6 of this Lease agreement, the Government will occupy 33.61% of the rentable square feet of the building. This percentage of occupancy is subject to a revision based on the actual measurement of the Government occupied space at the time of inspection.

11. The Lessor will provide to the Government at no additional cost, a total of 51 on site surface parking spaces (17 reserved and 34 unreserved).

12. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Paragraph 7.6 of this lease agreement.

13. In accordance with Paragraph 7.3 (Overtime Usage), the cost for overtime utilities beyond the normal hours of operation identified in Paragraph 7.2 shall be \$35.00 per hour for the entire space.

14. In accordance with this lease agreement, Paragraph 3.11 (Common Area Factor), the common area factor (CAF) is established as 17.24%. (12275/10470)

15. For the purpose of the Adjustment for Vacant Premises, in accordance with Paragraph 3.15 of this Lease, the reduction in operating costs shall be \$1.49 PRSF for partial vacating of space and for entire vacating of space.

16. Pursuant to Paragraph 3.22 of this Solicitation For Offers, the Lessor waives all restoration rights.

17. The Lessor shall not be reimbursed for any services not provided for in the lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the lease term specified in this lease, unless approved in advance and in writing by an authorized official of the U.S. General Services Administration.

18. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

19. Each employee of the Lessor and/or its contractor(s) shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by alien registration receipt card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

20. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:

- a. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- b. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
- c. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
- d. The new owner's tax identification number (TIN#) or social security number.
- e. The new owner's DUNS#
- f. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify

under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.

g. A Novation Agreement.

h. The new owner must provide a new 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

21. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.

22. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.

23. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

**US GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

Sept. 28, 2007

LEASE NO. GS-04B-47138

THIS LEASE, made and entered into this date by and between **1671 Belle Isle, LLC**

whose address is

1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

and whose interest in the property hereinafter described is that of Owner

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

10,470 BOMA Office Area Square Feet (12,275 Rentable Square Feet) of office and related space located on the second floor in the building known and designated as Offices at Belle Hall, Building 2 located at 1671 Belle Isle Avenue, Mt. Pleasant, South Carolina as outlined on the demising plan labeled Exhibit "B" attached hereto and made a part hereof, together with 51 surface parking spaces (17 reserved surface parking spaces) located on-site of the leased location.

to be used for Office and other related uses.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about (See Paragraph 6 of the lease)

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: (See Paragraphs 7 and 8 of the lease)

Rent checks shall be made payable to: **1671 Belle Isle, LLC**
1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

4. The Government may terminate this lease in whole or part at any time on or after March 31, 2018 by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The following are attached and made a part hereof:

- a) SF-2 Portion of the Lease (pages 1-2)
- b) Continuation of SF-2 GS-04B47138 (pages 1-4)
- b) SFO Portion of the Lease 6SC0037 (pages 1-47)
- c) FBI Specific Requirements (pages 1-22)
- d) Exhibit A General Clauses (1 page)
- e) GSA form 3518 (rev. 1/04) (pages 1-7)
- f) GSA form 3517B (rev. 11/05) (pages 1-33)
- g) Demising plan labeled Exhibit "B"
- h) Rider containing Paragraphs 6-23 (pages 1-5)

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

LESSOR **1671 Belle Isle, LLC**

BY *M. H. Scott* (Signature) _____ (Signature)

IN THE PRESENCE OF: *[Signature]* (Signature) 1200 LAKE HEON DR. ATH, GA (Address)

UNITED STATES OF AMERICA

BY *Maria Dent* (Signature) _____ GSA Contracting Officer

6. The term of this lease agreement shall commence upon completion of all alterations specified in the lease, the design intent drawings, the construction drawings, the special requirements and all the attachments, and upon acceptance thereof by the Government as satisfactorily completed and will run for a period of fifteen (15) years thereafter, subject to termination rights as set forth above in paragraph 4 of this lease. The commencement date shall be more particularly set forth in a supplemental lease agreement.

7. The Government shall pay the Lessor a total annual rent of **\$331,056.75** (\$26.97 per rentable square foot) at a rate of \$27,588.06 per month for **years 1-10** and an annual rent of **\$307,611.50** (\$25.06 per rentable square foot) at a rate of \$25,634.29 per month for **years 11-15** in arrears and will be adjusted in accordance with paragraph 3.7 of this lease agreement.

8. The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$351,896.70 for the construction of the tenant improvements which shall be amortized into the annual rental over years 1-10 at an interest rate of 8%. Pursuant to this calculation, the portion of the annual rent amortized as **annual tenant improvement rental is \$51,233.74 per annum or \$4,269.48 per month**. If the actual cost of constructing the tenant improvements is less than the tenant improvement allowance, the rental rate will be reduced to reflect that actual cost which will be amortized into the annual rental over years 1-10 at an interest rate of 8% and such adjusted amount shall constitute the annual tenant improvement rental. If the actual cost of constructing the tenant improvements is more than the maximum tenant improvement allowance, the rental rate will be increased to reflect that cost, which will be amortized into the annual rental over years 1-10 at an interest rate of 8% and such adjusted amount, shall be included in the annual tenant improvement rental. The tenant improvement allowance will be used to provide the requirements specified in the FBI's Special Requirements Section of this Solicitation For Offers, including alterations or security upgrades to the building. The Lessor shall be reimbursed a negotiated price for any tenant improvements provided above the requirements specified in Solicitation For Offers Paragraph 1.9, entitled "Building Shell Requirements (FEB 2007)". Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a supplemental lease agreement.

9. For the purpose of the operating cost escalation, in accordance with Paragraph 3.7 and 3.8 of this Lease agreement, **the annual base cost of services (which is included in the total annual amount identified above) is \$49,222.75 or \$4.01 PRSF (calculated based on 12,275 rsf)**.

10. For the purpose of the Real Estate Tax Adjustment, in accordance with Paragraphs 3.5 and 3.6 of this Lease agreement, the Government will occupy 33.61% of the rentable square feet of the building. This percentage of occupancy is subject to a revision based on the actual measurement of the Government occupied space at the time of inspection.

11. The Lessor will provide to the Government at no additional cost, a total of 51 on site surface parking spaces (17 reserved and 34 unreserved).

12. Cleaning services requiring access to the Government's leased space shall be performed in accordance with Paragraph 7.6 of this lease agreement.

13. In accordance with Paragraph 7.3 (Overtime Usage), the cost for overtime utilities beyond the normal hours of operation identified in Paragraph 7.2 shall be \$35.00 per hour for the entire space.

14. In accordance with this lease agreement, Paragraph 3.11 (Common Area Factor), the common area factor (CAF) is established as 17.24%. (12275/10470)

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17. The Lessor shall not be reimbursed for any services not provided for in the lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the lease term specified in this lease, unless approved in advance and in writing by an authorized official of the U.S. General Services Administration.

18. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

19. Each employee of the Lessor and/or its contractor(s) shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by alien registration receipt card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

20. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:

- a. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- b. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
- c. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
- d. The new owner's tax identification number (TIN#) or social security number.
- e. The new owner's DUNS#
- f. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify

under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.

g. A Novation Agreement.

h. The new owner must provide a new 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

21. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.

22. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.

23. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

Secret Service

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 1	DATE 5/15/08
	TO LEASE NO. GS-04B-47138	

ADDRESS OF PREMISES Offices at Belle Hall, Building 2
1671 Belle Isle Avenue
Mt. Pleasant SC

THIS AGREEMENT, made and entered into this date by and between **1671 Belle Isle, LLC**
whose address is 1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

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, effective April 24, 2008 to acquire an additional 4,715 rentable square feet of expansion space, reestablish the Government's percentage of occupancy and increase the annual rent. Paragraphs 1, 4, 6, 7, 8, 9, 10, 11, and 14 are deleted in their entirety and the following substituted therefore.

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

Block A: 12,275 rentable square feet (yielding 10,470 BOMA usable square feet) of office and related space together with 51 surface parking spaces (17 reserved and 37 unreserved surface parking spaces) located on site of the lease location to be used by the FBI (ABC 1513), as depicted on the demising plan "Exhibit A" attached hereto and made a part of.

Block B: 4,715 rentable square feet (yielding 4,022 BOMA usable square feet) of office and related space together with 3 reserved surface parking spaces located on site of the lease location to be used by the DHS/USSS (ABC 7001), as depicted on the demising plan "Exhibit A" attached hereto and made a part of.

For a total of 16,990 rentable square feet (yielding 14,492 BOMA usable square feet) of office and related space located on the 2nd floor of the building known as the Offices at Belle Hall Building 2 located at 1671 Belle Isle Avenue, Mt. Pleasant, South Carolina, 29464."

4. The Government may terminate this lease in whole or part at any time on or after the firm term by giving at least sixty (60) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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: 1671 Belle Isle, LLC.
BY [Signature] (Signature) Manager (Title)

IN THE PRESENCE OF (witnessed by):
[Signature] (Signature) 1200 Lake Hearn Drive, Ste 275, Atlanta, GA 30319 (Address)

UNITED STATES OF AMERICA
BY [Signature]
Maria Dent
Contracting Officer GSA, PBS, RED

SHEET NO. 1 IS ATTACHED HERETO AND MADE A PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1, GS-04B-47138

"6. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

Block A - The term of this lease agreement shall commence upon completion of all alterations specified in the lease, the design intent drawings, the construction drawings, the special requirements and all the attachments, and upon acceptance thereof by the Government as satisfactorily completed and will run for a period of fifteen (15) years thereafter, subject to termination rights as set forth above in paragraph 4 of this lease. The commencement date shall be more particularly set forth in a supplemental lease agreement

Block B - The term of this lease agreement shall commence upon completion of all alterations specified in the lease, the design intent drawings, the construction drawings, the special requirements and all the attachments, and upon acceptance thereof by the Government as satisfactorily completed and will run for a period of fifteen (15) years thereafter, subject to termination rights as set forth above in paragraph 4 of this lease. The commencement date shall be more particularly set forth in a supplemental lease agreement and the term shall not exceed the lease expiration term of Block A. "

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

Block A - The Government shall pay the Lessor a total annual rent of **\$331,056.75** (\$26.97 per rentable square foot) at a rate of \$27,588.06 per month for **years 1-10** and an annual rent of **\$307,611.50** (\$25.06 per rentable square foot) at a rate of \$25,634.29 per month for **years 11-15** in arrears and will be adjusted in accordance with paragraph 3.7 of this lease agreement.

Block B - The Government shall pay the Lessor a total annual rent of **\$128,035.52** (\$27.16 per rentable square foot) at a rate of \$10,669.63 per month for **years 1-10** and an annual rent of **\$118,157.90** (\$25.06 per rentable square foot) at a rate of \$9,846.49 per month for **years 11-15** in arrears and will be adjusted in accordance with paragraph 3.7 of this lease agreement.

The Government shall pay the Lessor a combined annual rent of **\$459,092.27** at a rate of **\$38,257.69** per month in arrears. Plus annual CPI escalation of operating expense."

 
Lessor & Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

2

DATE

5/22/08

TO LEASE NO. GS-04B-47138

ADDRESS OF PREMISES
Offices at Belle Hall, Building 2
1671 Belle Isle Avenue
Mt. Pleasant SC

THIS AGREEMENT, made and entered into this date by and between **1671 Belle Isle, LLC**

whose address is 1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

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, effective May 20, 2008 to establish the actual construction costs of the tenant improvements (TI) for Block A (FBI) and to establish a one time LUMP SUM payment not to exceed \$386,869.51 for Block A.

Paragraph 8 is deleted in its entirety and the following substituted therefore. Paragraph 24 is added to separate the Tenant Improvement Allowance for Block B.

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.

Continue on Back

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

LESSOR: 1671 Belle Isle, LLC.

BY

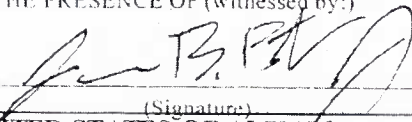


(Signature)

Member

(Title)

IN THE PRESENCE OF (witnessed by:)



(Signature)

2030 Bruce Ferry Road, #232 Atlanta GA 30329

(Address)

UNITED STATES OF AMERICA

BY

Maria Dent

Maria Dent

Contracting Officer GSA, PBS, RED

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL
AGREEMENT

3

DATE

8/1/08

TO LEASE NO. **GS-04B-47138**

ADDRESS OF PREMISES Offices at Belle Hall, Building 2
1671 Belle Isle Avenue
Mt. Pleasant SC

THIS AGREEMENT, made and entered into this date by and between **1671 Belle Isle, LLC**

whose address is 1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

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, effective July 23, 2008 to incorporate and establish the LUMP SUM payment for Change Orders 2, 3 and 4.

"At the request of the Government, the Lessor shall provide all labor, materials and equipment to install the following Change Orders to Block A:

C.O.P. NO. 2:	Add wall at bulletproof window	\$524.33
C.O.P. NO. 3:	Add (4) sheet of Plywood in Room 210	\$220.77
C.O.P. NO. 4:	Add Cable Tray to Room 210	\$1,117.10

Lessor will be paid a lump sum payment in the amount of \$1,862.20 after completion of the work. The Government shall make a lump sum payment after completion of the work and acceptance by the Government. Payment will be due only for items which are both: (a) listed in paragraph one of this SLA and (b) or requested in writing by the Contracting Officer. For payment purposes, Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. 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."

All invoices shall be sent to: U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following Payment Document Number PDN# PS005793. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government."

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.

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

LESSOR: 1671 Belle Isle, LLC.

BY *[Signature]*
(Signature)

Manager
(Title)

IN THE PRESENCE OF (witnessed by:)
[Signature]
(Signature)

1200 Lake Hearn Drive, Suite 275, Atlanta, GA 30319
(Address)

UNITED STATES OF AMERICA

BY *Maria Dent*
Maria Dent

Contracting Officer GSA, PBS, RED _____

Carpet Cost

	C1A, C1B & C1C		C2A, C2B & C2C		AC1A, AC1B & AC1C	
	Mohawk Defender	Mohawk Defender	Mohawk Defender	Mohawk Defender	Mohawk Urban Square	
Product in Bid (5/16/08)						
Product Bid Cost Per Square Yard	\$15.00	\$15.00	\$15.00	\$12.00		Total Cost in Bid
Total Square Yards	910	80	75	\$900.00		\$15,750.00
Total Cost In Bid	\$13,650.00	\$1,200.00	\$900.00			
Allied Commercial Alternate Product	Bolyu, Chain of Events COE 48	Bolyu, Chain of Events COE 48	Bolyu, Chain of Events COE 48	Mannington Centerfield III Catcher		
Allied Commercial Alternate Product Cost Per Square Yard	\$16.89	\$16.89	\$16.89	\$33.88		
Alternate Product Total Cost	\$15,369.90	\$1,351.20	\$2,541.00			
Difference to Bid	(\$1,719.90)	(\$151.20)	(\$1,641.00)			
						Total Upcharge for Revised Carpet \$19,262.10 -\$3,512.10

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL
AGREEMENT **4**

DATE

TO LEASE NO. **GS-04B-47138**

ADDRESS OF PREMISES Offices at Belle Hall, Building 2
1671 Belle Isle Avenue, Mt. Pleasant SC

THIS AGREEMENT, made and entered into this date by and between **1671 Belle Isle, LLC**

whose address is 1200 Lake Hearn Drive, Suite 275, Atlanta, GA 30319

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, effective September 11, 2008 to incorporate and establish the LUMP SUM payment for Change Order No. 7 and to provide a new Payment Document Number. Payment Document Number PS005793 cited in SLA #3 is cancelled and replace with Payment Document Number PS0013064.

"At the request of the Government, the Lessor shall provide all labor, materials and equipment to install the following Change Orders to Block A:

C.O.P. NO. 7:-	Total Amount \$26,140.05
Add 8 additional junction boxes includes demo and repair walls at 8 locations	
Add 4 ceiling mounted duplex electrical outlets	
Add 4 wall mounted duplex electrical outlets and boxes	
Add 4 data junction boxes includes demo and repair wall at installation location	
Add one 2" conduit in Room 212 includes demo and repair wall at installation location	

Lessor will be paid a lump sum payment in the amount of \$26,140.05 after completion of the work specified under C.O.P. No. 7. The Government shall make a lump sum payment after completion of the work and acceptance by the Government. Payment will be due only for items which are both: (a) listed in paragraph one of this SLA and (b) or requested in writing by the Contracting Officer. For payment purposes, Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. 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."

All invoices shall be sent to: U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following Payment Document Number PS0013064. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government."

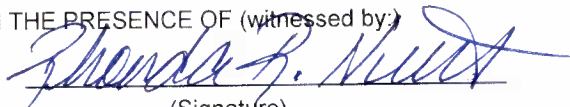
Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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

LESSOR: 1671 Belle Isle, LLC

BY 
(Signature)

Managar
(Title)

IN THE PRESENCE OF (witnessed by):

(Signature)

1200 Lake Hearn Dr., Suite 275 Atlanta, GA 30319
(Address)

UNITED STATES OF AMERICA

BY _____
Maria Dent

Contracting Officer GSA, PBS, RED _____

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT 5

DATE

11/7/08

TO LEASE NO. GS-04B-47138

ADDRESS OF PREMISES Offices at Belle Hall, Building 2
1671 Belle Isle Avenue, Mt. Pleasant SC

THIS AGREEMENT, made and entered into this date by and between 1671 Belle Isle, LLC

whose address is 1200 Lake Hearn Drive, Suite 275, Atlanta, GA 30319

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, effective October 31, 2008 to establish partial occupancy and beneficial occupancy of **BLOCK A** space only, square footage, annual rent, identify the tenant improvement allowance, establish the operating expense base, and the Government's Percentage of Occupancy. Paragraphs 1, 6, 7, 8, 9, and 10 are deleted in their entirety and the following substituted therefore:

The Government has accepted Block A as substantially complete. The rent and lease commencement date and the term of the lease for Block A is established as follows:

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

Block A: 12,275 rentable square feet (yielding 10,470 BOMA usable square feet) of office and related space together with 51 surface parking spaces (17 reserved and 37 unreserved surface parking spaces) located on site of the lease location to be used by the FBI (ABC 1513), as depicted on the demising plan "Exhibit A" attached hereto and made a part of.

Block B: 4,715 rentable square feet (yielding 4,022 BOMA usable square feet) of office and related space together with 3 reserved surface parking spaces located on site of the lease location to be used by the DHS/USSS (ABC 7001), as depicted on the demising plan "Exhibit A" attached hereto and made a part of.

Upon space acceptance of Block B the Government will occupy a total of 16,990 rentable square feet (yielding 14,492 BOMA usable square feet) of office and related space located on the 2nd floor of the building known as the Offices at Belle Hall Building 2 located at 1671 Belle Isle Avenue, Mt. Pleasant, South Carolina, 29464."

Continue on Sheet 1, attached hereto and made a part of SLA No. 5.

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.

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

LESSOR: 1671 Belle Isle, LLC.

BY [Signature] Manager
(Signature) (Title)

IN THE PRESENCE OF (witnessed by):
[Signature] 1200 Lake Hearn Drive, Suite 275, Atlanta, GA 30319
(Signature) (Address)

UNITED STATES OF AMERICA

BY [Signature] Contracting Officer GSA, PBS, RED
Maria Dent

"6. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

Block A - November 1, 2008 through October 31, 2023. The Government may terminate the lease at any time after October 31, 2018 by giving at least 60 days notice in writing to the lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Block B - The term of this lease agreement shall commence upon completion of all alterations specified in the lease, the design intent drawings, the construction drawings, the special requirements and all the attachments, and upon acceptance thereof by the Government as satisfactorily completed and will run for a period of fifteen (15) years thereafter, subject to termination rights as set forth above in paragraph 4 of this lease. The commencement date shall be more particularly set forth in a supplemental lease agreement and the term shall not exceed the lease expiration term of Block A. "

"7. The Government shall pay the lessor monthly rental as follows:

Block A –

11/1/2008 – 10/31/2018 Annual rent of \$331,056.75 in arrears at a rate of \$27,588.06 per month plus annual CPI adjustments.
11/1/2018 – 10/31/2023 Annual rent of \$307,6011.5 in arrears at a rate of \$25,634.29 per month plus annual CPI adjustments.

Upon acceptance of Block B, the annual rent will be increased to reflect rent as follows:

Upon Space Acceptance – 10/31/2018 Annual rent of \$128,035.52 in arrears at a rate of \$25,634.29 per month plus annual CPI adjustments.

11/1/2018 – 10/31/2023 Annual rent of \$118,157.90 in arrears at a rate of \$9,846.49 per month plus annual CPI adjustments.

Rent shall be made payable to: 1671 Belle Isle, LLC
1200 Lake hearn Drive, Suite 275
Atlanta, GA 30319"

"8. A tenant improvement allowance of \$351,896.70 for **Block A** has been amortized into the annual rent over 120 months beginning November 1, 2008 at an interest rate of 8%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$51,233.74. (this rental amount is already included in the annual rent indicated in paragraph).


The Lessor and the Government agree that, based upon the Government's Approved Design Intent Drawings and the specifications set forth in the lease, the total actual cost of the tenant improvements is \$738,764.21 which is more than the maximum tenant improvement allowance of \$351,896.70 established in paragraph 8 of SLA No. 1 of this lease.

Based on these actual construction costs, the Government shall pay the Lessor, upon receipt of a proper invoice, a one-time lump sum payment of \$386,869.51 which represents the portion of the tenant improvement costs that exceeded the maximum tenant improvement allowance of \$351,896.70.


All invoices shall be sent to: U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following Payment Document Number PS0013064. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government."

"9. **Block A** - For the purpose of the operating cost escalation, the annual base cost of services (which is included in the total annual amount identified above) is \$49,222.75 or \$4.01 PRSF (calculated based on 12,275 rsf)."

"10. **Block A** - The Government's Percentage of Occupancy is 33.61%. (36,524/12.275)."



Lessor

& 

Government

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

6

6/11/09

TO LEASE NO. GS-04B-47138

ADDRESS OF PREMISES Offices at Belle Hall, Building 2
1671 Belle Isle Avenue
Mt. Pleasant SC

THIS AGREEMENT, made and entered into this date by and between **1671 Belle Isle, LLC**

whose address is 1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

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 incorporate the Notice To Proceed (NTP) issued April 23, 2009 for the buildout of Block B into the lease contract. The following change orders are included:

4-1-A COP #1	Additional cabling, equipment & testing	\$35,336.00
4-1-B COP #2	Add blast film to exterior windows	\$21,604.00
4-1-C COP #3	Credit for deleting projector lift	(\$1,869.00)
4-1-D COP #4	Credit for deleting millwork in Room 204	(\$14,759.00)
4-1-E COP #5	Delete two walls	No charge
4-1-F COP #6	Incorporate revised drawings into contract	No charge
4-1-G COP #7	Incorporate revised completion date into contract	No charge

"The authorized amount of this NTP is limited to \$740,549.89 and Block B shall be constructed as depicted in the Government approved layout, and revised construction drawings dated February 12, 2009. This amount includes the tenant improvement allowance of \$141,192.59 and a lump sum amount of \$599,357.30. The Government shall make a lump sum payment after completion of the work and acceptance by the Government. Payment will be due only for items which are both: (a) listed in paragraph one of the SLA and (b) or requested in writing by the Contracting Officer. These items can be removed by the Government at any time. 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 item in place, title shall pass to the Lessor."

All invoices shall be sent to: U. S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with Payment Document Number PS0013106. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises.

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.

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

LESSOR: **1671 Belle Isle, LLC.**

BY 
(Signature)

manager
(Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)
UNITED STATES OF AMERICA

JAW M. SMITH
(Address)

BY 
Maria Dent

Contracting Officer GSA, PBS, RED


GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

8

7.2.09

TO LEASE NO. GS-04B-47138

ADDRESS OF PREMISES
Offices at Belle Hall, Building 2
1671 Belle Isle Avenue
Mt. Pleasant SC

THIS AGREEMENT, made and entered into this date by and between 1671 Belle Isle, LLC

whose address is 1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

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 incorporate change order 9 for the buildout of Block B into the lease contract. The following change order is included:

C.O.P. No. 009 Relocate electrical transformer \$8,976.00

"The authorized amount of this NTP is limited to \$756,379.89 and Block B shall be constructed as depicted in the Government approved layout, and revised construction drawings dated February 12, 2009. This amount includes the tenant improvement allowance of \$141,192.59 and a lump sum amount of \$615,187.30. The Government shall make a lump sum payment after completion of the work and acceptance by the Government. Payment will be due only for items which are both: (a) listed in paragraph one of the SLA and (b) or requested in writing by the Contracting Officer. These items can be removed by the Government at any time. 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 item in place, title shall pass to the Lessor."

All invoices shall be sent to: U. S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with Payment Document Number PS0013106. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises.

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.

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

LESSOR: 1671 Belle Isle, LLC

BY [Signature] Manager
(Signature) (Title)

IN THE PRESENCE OF (witnessed by):
[Signature] 1200 Lake Hearn Drive, Suite 275 Atlanta, GA 30319
(Signature) (Address)

UNITED STATES OF AMERICA
BY [Signature] Contracting Officer GSA, PBS, RED

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 9

DATE 7/23/09

TO LEASE NO. GS-04B-47138

ADDRESS OF PREMISES Offices at Belle Hall, Building 2
1671 Belle Isle Avenue
Mt. Pleasant, SC

THIS LEASE, made and entered into this date by and between 1671 Belle Isle, LLC

whose address is 1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

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, effective June 22, 2009, to establish beneficial occupancy of BLOCK B space, square footage, annual rent, identify the tenant improvement allowance, reconcile the lump sum payment, establish the operating expense base, and the Government's Percentage of Occupancy. Paragraphs 1, 6, 7, 8, 9, and 10 are deleted in their entirety and the following substituted therefore:

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

Block A: 12,275 rentable square feet (yielding 10,470 BOMA usable square feet) of office and related space together with 17 surface reserved parking spaces located onsite of the lease location to be used by the FBI (ABC 1513), as depicted on the demising plan "Exhibit A" attached hereto and made part of.

Block B: 4,715 rentable square feet (yielding 4,022 BOMA usable square feet) of office and related space together with 3 surface reserved parking spaces located onsite of the lease location to be used by the DHS/USSS (ABC 7001), as depicted on the demising plan "Exhibit A" attached hereto and made part of.

The Government will occupy a total of 16,990 rentable square feet (yielding 14,492 BOMA usable square feet) of office and related space located on the 2nd floor of the building known as the Offices at Belle Hall Building 2 located at 1671 Belle Isle Avenue, Mt. Pleasant, South Carolina 29464."

Continued on Page 2, attached hereto and made a part of SLA No. 9

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 the 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.

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

LESSOR: 1671 Belle Isle, LLC

BY [Signature]
(Signature)

Manager
(Title)

IN THE PRESENCE OF (witnessed by):
[Signature]
(Signature)

1200 Lake Hearn Drive, Suite 275, Atlanta, GA 30319
(Address)

UNITED STATES OF AMERICA

BY Maria Dent 7/23/09
Maria Dent, CONTRACTING OFFICER, GENERAL SERVICES ADMINISTRATION

LSC47138 / 7/23/09

"6. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

Block A: November 1, 2008 through October 31, 2023. The Government may terminate the lease at any time after October 31, 2018 by giving at least 60 days notice in writing to the lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Block B: June 22, 2009 through October 31, 2023. The Government may terminate the lease at any time after October 31, 2018 by giving at least 60 days notice in writing to the lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"7. The Government shall pay the Lessor monthly rental as follows:

- Block A: 11/01/2008 – 10/31/2018 Annual rent of \$331,056.75 in arrears at a rate of \$27,588.06 per month plus annual CPI adjustments.
- Block B: 06/22/2009 – 10/31/2018 Annual rent of \$128,998.76 in arrears at a rate of \$10,749.90 per month plus annual CPI adjustments

For the period commencing 06/22/2009 through 10/31/2018
The Government shall pay the Lessor a combined total annual rent of \$460,055.51 at a rate of \$38,337.96 per month, in arrears, plus annual CPI adjustments.

- Block A: 11/01/2018 – 10/31/2023 Annual rent of \$307,611.50 in arrears at a rate of \$25,634.29 month plus annual CPI adjustments.
- Block B: 11/01/2018 – 10/31/2023 Annual rent of \$118,157.90 in arrears at a rate of \$9,846.49 per month plus annual CPI adjustments.

For the period commencing 11/01/2018 through 10/31/2023
The Government shall pay the Lessor a combined total annual rent of \$425,769.40 at a rate of \$35,480.78 per month, in arrears, plus annual CPI adjustments.

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

1671 Belle Isle, LLC
1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

"8. A tenant improvement allowance of \$141,192.59 for Block B has been amortized into the annual rent over 112 months beginning June 22, 2009 at an interest rate of 8%. Pursuant to this calculation, the portion of the annual rent amortized as tenant improvement rental is \$21,519.96. This amount is already included in the annual rent indicated in Paragraph 7 of SLA #9. The authorized lump sum reimbursement stated in the Supplemental Lease Agreement No. 8 (SLA #8) has been reduced from \$615,187.30 to \$608,494.75 to reflect the Lessor's actual construction costs and final invoice."

The Lessor and the Government agree that based upon the Government's Approved Design Intent Drawings, the specifications set forth in the Lease and all change orders, the total cost of the tenant improvements is \$749,687.34 which is more than the tenant improvement allowance of \$141,192.59 originally indicated in paragraph 1.10 A. of the SFO and SLA #6 of this Lease. Based on these actual construction costs, the Government shall pay the Lessor, upon substantial completion of the space and receipt of a proper invoice, a one-time lump sum payment of \$608,494.75 which represents the cost that exceeds the maximum tenant improvement allowance.

"9. For the purpose of operating cost escalation, the annual base cost of services (which is included in the total annual amount identified above) is \$4.01 prsf. Operating cost escalation on Block B will be effective November 1, 2010. "

"10. The Government's Percentage of Occupancy is 47.0% (16,990 / 36,524)."

YAS & md
Lessor Government

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 11	DATE <i>10/29/09</i>
	TO LEASE NO. GS-04B-47138	
ADDRESS OF PREMISES	Offices at Belle Hall, Building 2 1671 Belle Isle Avenue Mt. Pleasant SC	
THIS AGREEMENT, made and entered into this date by and between 1671 Belle Isle, LLC		
whose address is	1200 Lake Hearn Drive, Suite 275 Atlanta, GA 30319	
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 a Notice to Proceed with the purchase and installation of security screening to be applied to Block A windows as described in the Government approved scope of work that states, in part, that a Level 5, 14 gauge galvanealed steel perforated panel, 51% open area. The windows must be inoperative or permanently locked. The authorized amount of this NTP is limited to \$15,475.00. Any deviations or modifications must be approved in advance by the Contracting Officer.		
All invoices shall be sent to: U. S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with Payment Document Number <u>PS0016216</u> (TBD). Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises.		
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.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1671 Belle Isle, LLC.		
BY <u><i>[Signature]</i></u> (Signature)	<u><i>Manager</i></u> (Title)	
IN THE PRESENCE OF (witnessed by:)		
<u><i>[Signature]</i></u> (Signature)	<u><i>1200 Lake Hearn Dr. Suite 275 Atlanta, GA 30319</i></u> (Address)	
UNITED STATES OF AMERICA		
BY <u><i>Maria Dent 11/3/09</i></u>	<u>Contracting Officer GSA. PBS. RED</u>	