

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 7	TO LEASE NO. GS-04B-50110	DATE 8/29/12	PAGE 1 of 2
ADDRESS OF PREMISES 2241 Buena Vista Drive Lexington 40505-4824			

THIS AGREEMENT, made and entered into this date by and between ROOKER LEXINGTON, LLC

whose address is: 4920 North Royal Atlanta
Tucker, Georgia 30084-3031

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 3, 2012, as follows:

Paragraph 1:

The Lessor hereby leases to the Government the following described premises a total of 44,000 Rentable Square Feet (RSF) of office and related space, yielding 40,120 ANSI/BOMA Office Area Square Feet (ABOASF) located at 2241 Buena Vista Drive, Lexington, KY 40505-3031 together with a minimum of 260 surface parking spaces located on-site.

Paragraph 2:

TO HAVE AND TO HOLD the said Premises with their appurtenances for a fifteen (15) year term beginning on April 3, 2012 through April 2, 2027, subject to termination and renewal rights as may be hereinafter set forth.

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

TERM	RATE PRSF/ABOASF	ANNUAL RENT	MONTHLY RENT
04/03/2012 – 04/02/2027	\$21.99/\$24.12	\$967,560.00	\$80,630.00

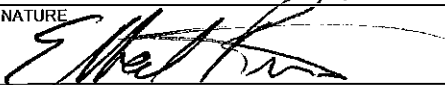
	ABOASF	RSF	Parking	Shell Rate PRSF	Operating Rate PRSF	TI Rate PRSF	Rate PRSF	Annual	Monthly
	18,472	20,258	120	\$15.38	\$4.01	\$2.60	\$21.99	\$445,473.42	\$37,122.79
	16,341	17,921	108	\$15.38	\$4.01	\$2.60	\$21.99	\$394,082.79	\$32,840.23
	1,660	1,821	12	\$15.38	\$4.01	\$2.60	\$21.99	\$40,043.79	\$3,336.98
	3,647	4,000	20	\$15.38	\$4.01	\$2.60	\$21.99	\$87,960.00	7,330.00
Comp. Rate	40,120	44,000	260	\$15.38	\$4.01	\$2.60	\$21.99	\$967,560.00	\$80,630.00

*all rates above are as rounded.

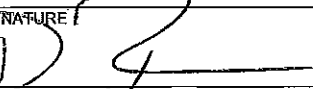
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: ROOKER LEXINGTON, LLC

SIGNATURE 	NAME OF SIGNER Elbert Rivers
ADDRESS 4920 North Royal Atlanta Drive Tucker GA 30084	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Daniel R. Phillips
ADDRESS 4920 North Royal Atlanta Drive Tucker GA 30084	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Shontise C Mangham
OFFICIAL TITLE OF SIGNER Lease Contracting Officer	

Supplemental Lease Agreement No. 7**Lease No. GS-04B-47071****Page 2 of 2****Paragraph 11:**

In accordance with Paragraph 4.3 (Operating Cost) of SFO No. 9KY2003, the annual operating rent for Year 1 through Year 15 is established as \$176,449.07 yielding \$4.01 per RSF /\$4.40 per ABOASF which is inclusive of the rental rate in Paragraph 2.

Paragraph 8 is hereby amended to add the as follows:

The rental is set forth in Paragraph 2 of the Lease Agreement is based upon the Lessor providing actual tenant improvement amount of \$1,650,135.60 to be amortized through the rent over the firm term of the lease (180 months) at an interest rate of 0.50%. The tenant improvement amounts are broken out as follows:

OA	AGENCY	TOTAL TI	TI AMORTIZED
AKY01873		\$759,753.36	\$52,583.89
AKY01874		\$672,106.33	\$46,517.68
AKY01875		\$68,275.80	\$4,725.49
AKY02048		\$150,001.11	\$10,381.85

Paragraph 16 is hereby amended to add the as follows:

In accordance with the Solicitation for Offers 9KY2003 paragraph 2.2, Broker Commission and Commission Credit the total commission credit is [REDACTED]. Due to the Commission Credit described in Paragraph 1.13, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the commission, ("Commission Credit"), shall be credited to the Government as follows: The reduction in shell rent shall rent commence with the first month of the rental payments and continue throughout the seventh month of the lease term as indicated in the following schedule of adjusted Monthly Rent. The Commission Credit equals [REDACTED] per month [REDACTED] divided by 7 months).

	[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
Total BCC	[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
	Rental Payment	BCC	Rental Payment	BCC	Rental Payments	BCC	Rental Payments	BCC
1 st Month	\$37,122.79	[REDACTED]	\$32,840.23	[REDACTED]	\$3,336.98	[REDACTED]	\$7,330.00	[REDACTED]
2 nd Months	\$37,122.79	[REDACTED]	\$32,840.23	[REDACTED]	\$3,336.98	[REDACTED]	\$7,330.00	[REDACTED]
3 rd Months	\$37,122.79	[REDACTED]	\$32,840.23	[REDACTED]	\$3,336.98	[REDACTED]	\$7,330.00	[REDACTED]
4 th Months	\$37,122.79	[REDACTED]	\$32,840.23	[REDACTED]	\$3,336.98	[REDACTED]	\$7,330.00	[REDACTED]
5 th Months	\$37,122.79	[REDACTED]	\$32,840.23	[REDACTED]	\$3,336.98	[REDACTED]	\$7,330.00	[REDACTED]
6 th Months	\$37,122.79	[REDACTED]	\$32,840.23	[REDACTED]	\$3,336.98	[REDACTED]	\$7,330.00	[REDACTED]
7 th Months	\$37,122.79	[REDACTED]	\$32,840.23	[REDACTED]	\$3,336.98	[REDACTED]	\$7,330.00	[REDACTED]

All other terms and conditions remain in full force and effect.

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