

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
No. 1

DATE

12/13/10

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B-LKY50110

ADDRESS OF PREMISES: 2241 Buena Vista Drive, Lexington, KY 40505-4824

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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 7, 2010, as follows:

1. This Supplemental Lease Agreement incorporates a requested expansion of 3,647 ABOASF to bring the total ABOASF to 40,120 from the original 36,473 ABOASF and the RSF from 40,000 RSF to 44,000 RSF. The Space is to broken down as follows:  
[REDACTED] (18,472 ABOASF / 20,258 RSF)  
[REDACTED] (16,341 ABOASF / 17,921 RSF)  
[REDACTED] (1,660 ABOASF / 1,821 RSF)  
[REDACTED] (3,647 ABOASF / 4,000 RSF)

2. Paragraph 2 of the Lease is hereby deleted and replaced with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2011, and continuing through August 31, 2026, subject to termination and renewal rights as may be hereinafter set forth.

3. Paragraph 2 of the Lease is hereby deleted and replaced with the following:

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

Term	Annual Rent	RATE Per RSF	RATE Per ABOASF	Monthly Rent
9/1/2011-8/31/2026	\$959,377.62	21.804	23.912	79,948.15

4. Paragraph 8 of the Lease is hereby deleted and replaced with the following:

The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$1,536,194.80 to be amortized through the rent over the firm term of the Lease (180 months) at the rate of 0.50%. (\$2.41645 PRSF / \$2.650120 PABOASF). In accordance with Solicitation for Offers 9KY2003 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. The tenant improvements are broken out into the following blocks:

[REDACTED] - \$38.29 PABOASF - \$707,292.88  
[REDACTED] - \$38.29 PABOASF - \$625,696.89  
[REDACTED] - \$38.29 PABOASF - \$63,561.40  
[REDACTED] - \$38.29 PABOASF - \$139,643.63

5. Paragraph 9 of the Lease is hereby deleted and replaced with the following:

In accordance with Solicitation for Offers 9KY2003 paragraph 4.1, Measurement of Space, the common area factor is established as 1.0967 (44,000 RSF / 40,120 ABOASF).

6. Paragraph 11 of the Lease is hereby deleted and replaced with the following:

In accordance with Solicitation for Offers 9KY2003 paragraph 4.3, *Operating Costs*, the escalation base is established as \$176,332.85 (\$4.395136 (rounded) per ABOASF per annum/ \$4.007595 (rounded) per RSF).

*[Handwritten signature]*

7. Paragraph 17 of the Lease is hereby deleted and replaced with the following:

In accordance with The Commission Agreement (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. 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 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)

First month's rental payment of \$79,947.55 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$79,947.55 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$79,947.55 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$79,947.55 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

Fifth month's rental payment of \$79,947.55 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's rent).

Sixth month's rental payment of \$79,947.55 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted sixth month's rent).

Seventh month's rental payment of \$79,947.55 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted seventh month's rent).

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

LESSOR

SIGNATURE Rooker Properties, LLC

NAME OF SIGNER Elbert Rivers

ADDRESS 4920 North Royal Atlanta Drive  
Tucker, Ga 30084

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Shontise Mangham

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER