

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-62055	DATE 02/02/2012	PAGE 1 of 3
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ADDRESS OF PREMISES Mayfair Professional Center, 4700 Whitesburg Drive, Huntsville, (Madison County) Alabama 35802-1685

THIS AGREEMENT, made and entered into this date by and between **MAYFAIR PROFESSIONAL CENTER, LLC** whose address is **307 Franklin Street, Huntsville, AL 35801-4208**

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows: WHEREAS, the parties hereto desire to amend the above lease to establish beneficial occupancy.

Paragraphs 1, 3, 8, 9, 10, 11, 12, 13 and 20 of the lease are hereby deleted in their entirety and replaced as follows:

"1. The Lessor hereby leases to the Government the following described premises: A total of 15,650 rentable square feet (RSF) of office and related space, which yields 13,418 ANSI/BOMA Office Area square feet (ABOSF) of space located on the 4th floor at the Mayfair Professional Center, 4700 Whitesburg Drive, Huntsville, (Madison County) Alabama 35802-1685, including 30 on-site reserved parking spaces.

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

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>Shell per RSF</u>	<u>OP per RSF</u>	<u>TI per RSF</u>	<u>PRSF RATE</u>	<u>ABOASF RATE</u>	<u>MONTHLY RATE</u>
07/01/2012 – 06/30/2017	\$423,902.93	\$15.93	\$6.31	\$4.85	\$27.09	\$31.59	\$35,325.24
07/01/2017 – 06/30/2022	\$432,510.43	\$16.48	\$6.31	\$4.85	\$27.64	\$32.23	\$36,042.54
07/01/2022 – 06/30/2027	\$439,295.50	\$21.76	\$6.31	\$0.00	\$28.07	\$32.92	\$36,607.96

The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1.

----- Last Item -----

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

LESSOR **MAYFAIR PROFESSIONAL CENTER, LLC**
 SIGN [Redacted] NAME OF SIGNER Peter L. Lowe
 ADDRESS [Redacted]

IN PRESENCE OF
 [Redacted] NAME OF SIGNER Susan Stricklin
 ADDRESS [Redacted]

UNITED STATES OF AMERICA
 SIGN [Redacted] NAME OF SIGNER ROBERT E. SCOTT
 OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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

MAYFAIR PROFESSIONAL CENTER, LLC
307 Franklin Street
Huntsville, AL 35801"

- "8. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 0AL2012, the shell rate is established as \$15.93 per RSF or \$18.58 per ABOASF for years 1-5, \$249,304.50 per annum; the shell rate is established as \$16.48 per RSF or \$19.22 per ABOASF for years 6-10, \$257,912.00; and the shell rate is established as \$21.76 per RSF or \$25.38 per ABOASF for years 11-15, \$340,544.00.
- "9. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the maximum Tenant Improvement Allowance shall be \$544,368.26 (\$40.57 / ABOASF) amortized over 120 months at 7%, payable monthly at the rate of \$6,320.58 ABOASF or \$75,846.93 annually (\$4.85/RSF or \$5.65/ABOASF) and is included in the annual rent payment identified in Paragraph 3 of this lease."
- "10. Pursuant to Paragraph 3.3, "Tenant Improvements Rental Adjustment", the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance. If the T/I cost exceeds \$544,368.26, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$40.57 / ABOASF or \$544,368.26 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted."
- "11. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 0AL2012, the common area factor (CAF) is established as 1.1663, based on 15,650 RSF and 13,418 ABOASF."
- "12. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 0AL2012, the percentage of Government occupancy is established as 29.23% (based on total building area of 53,536 RSF and the Government's occupancy of approximately 15,650 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES."
- "13. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 0AL2012, the escalation base is established as \$6.31 per RSF (\$7.36 per ABOASF), \$98,751.50 per annum.
- "20. In accordance with SFO 0AL2012, Paragraph 2.3 Broker Commission and Commission Credit, Jones Lang LaSalle ("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. Due to the Commission Credit described in SFO No. 0AL2012 Paragraph 2.3, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle 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 period practical.

INITIALS: zll LESSOR & [Signature] GOVT

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$35,325.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$35,325.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$35,325.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

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

---END OF DOCUMENT---

INITIALS: PLL
LESSOR

&

[Signature]
GOVT