

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-62055	DATE 2/13/2013	PAGE 1 of 2
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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, Alabama 35801-4208

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

**WHEREAS**, the parties hereto desire to amend the above Lease contract.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 28, 2013, as follows:

Paragraph 10 of the lease is hereby deleted in its entirety and replaced as follows:

"10. The rental rate in paragraph 3 of Supplemental Lease Agreement 01 for the period of ten (10) years includes all Tenant Improvements. The actual cost of the tenant improvement construction is \$1,662,053.00. The Tenant Improvement Allowance (TIA) in the amount of \$544,368.26 at \$40.57 per ABOASF will be amortized over a period of 120 months at an interest rate of 7% at a rate of \$5.65 per ABOASF (\$4.85 per RSF). This SLA is being issued as a **Notice to Proceed** for tenant improvements in the amount of \$1,662,053.00 [\$544,368.26 + \$1,117,684.74]. The overage in Tenant Improvements (TI) cost shall be reimbursed to the Lessor in a one-time lump sum payment **not to exceed** the amount of \$1,117,684.74 which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

**In addition to the above paragraph:**

"GSA hereby approves the Lessor provided 100% Construction Drawings dated 12-12-2012 (the "CDs"), which shall be incorporated into and made a part of Lease. In the event of any conflict between the CDs and any other attachments to the Lease, including specifically the [redacted] Program of Requirements (POR Version 11.1) the CDs shall take precedence."

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[redacted]		<b>LESSOR</b>
SIGNATURE	[redacted]	NAME OF SIGNER PETER L. LOWE
ADDRESS	307 FRANKLIN ST - HUNTSVILLE, AL. 35801	
<b>IN PRESENCE OF</b>		
SIGNATURE	[redacted]	NAME OF SIGNER Kary Jo Miller
ADDRESS	100 Church Street Ste. 100 Huntsville, AL 35801	
<b>UNITED STATES OF AMERICA</b>		
SIGNATURE	[redacted]	NAME OF SIGNER Elaine D. Peters
		OFFICIAL TITLE OF SIGNER Leasing Contracting Officer

A. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,117,684.74, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

A properly executed invoice requesting lump sum payment in the amount of \$1,117,684.74 must be submitted electronically to the GSA Finance Office and a copy of the invoice must be submitted to the Contracting Officer at:

General Services Administration  
Public Building Service, Leasing Division - 4PR1B  
77 Forsyth St, SW, Suite 500  
Atlanta, GA 30303 - 3458

For an invoice to be considered proper, it must:

- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA Supplied PS Number **PS0024737**
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above.
- 5) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed electronic invoice or acceptance of the work by the Government, whichever is later.

Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov)

C. The Lessor hereby waives restoration as a result of all improvements.

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

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*