GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No4
LEASE AMENDMENT	TO LEASE NO. GS- <u>04B - 62624</u>
ADDRESS OF PREMISES 4890 University Sq NW Huntsville, AL 35816-1800	PDN Number: N/A

THIS AMENDMENT is made and entered into between USBC, LLC

whose address is: 4890 University Sq NW, Huntsville, AL 35816-1800

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

WHEREAS, the parties hereto desire to amend the above Lease to add Tenant Improvement cost and reduce lease square footage.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective <u>May 1, 2014</u> as follows:

I. This Lease Amendment (LA) No. 4 has been prepared to adjust the annual cost to pay include Tenant Improvement cost and reduce square footage to a total of 3,968 rentable square footage / 3,450 ANSI/ BOMA Office Area ABOA (Block A 3,450 rentable square feet yielding 3,000 ANSI/ BOMA Office Area ABOA; Block B 518 rentable square feet yielding 450 ANSI/ BOMA Office Area ABOA).

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This Lease Amendment contains 3 pages.

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 below date.

FOR THE LESSOR:	FOR THE
Signature: Name: Title: Entity Name: Date: $U_5 RC, I_C$	Signature Name: <u>Lesse Contracting Officer</u> Title: Lease Contracting Officer GSA, Public Buildings Service, Date: <u>(29)2019</u>
WITNESSED FC	
Signature: Name: <u>JHARON LATNE</u> Title: <u>DIRECTOR OF PROPERTY MGHT</u> Date: <u>4/28/14</u>	

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BLOCK A	OCTOBER 1, 2013 – APRIL 30, 2014	MAY 1, 2014 - APRIL 30, 2019	MAY 1, 2019 – SEPTEMBER 30, 2023
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$51,047.40	\$39,399.00	\$39,399.00
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$27,325.91	\$0.00
OPERATING COSTS ³	\$ 16,628.40	\$ 12,834.00	\$ 12,834.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$67,675.80	\$79,558.91	\$52,233.00

Term October 1, 2013 - April 30, 2014

Shell rent calculation:

(Firm Term) \$11.42 per RSF multiplied by 4,470 RSF

(Non Firm Term) \$11.42 per RSF multiplied by 4,470 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.5 percent per annum over 0.0 years. ³Operating Costs rent calculation: \$3.72 per RSF multiplied by 4,470 RSF. Operating is subject to CPI escalation.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

⁵Parking costs are for <u>3</u> reserved parking spaces and <u>0</u> structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per

month.

Term May 1, 2014 - September 20, 2023

¹Shell rent calculation:

(Firm Term) \$11.42 per RSF multiplied by 3,450 RSF

(Non Firm Term) \$11.42 per RSF multiplied by 3,450 RSF

²The Tenant Improvement Allowance of \$116,382.60 is amortized at a rate of 6.5 percent per annum over 60 months.

³Operating Costs rent calculation: \$3.72 per RSF multiplied by 3,450 RSF. Operating is subject to CPI escalation.

¹Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years ⁵Parking costs are for <u>3</u> reserved parking spaces and <u>0</u> structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

ВLOCK В	October 1, 2013 – April 30, 2014	May 1, 2014 - April 30, 2019	MAY 1, 2019 – SEPTEMBER 30, 2023
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$10,278.00	\$5,915.56	\$5,915.56
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$4,098.88	\$0.00
OPERATING COSTS ³	\$ 3,348.00	\$ 1,926.96	\$ 1,926.96
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$13,626.00	\$11,941.40	\$7,842.52

Term October 1, 2013 - April 30, 2014

¹Shell rent calculation:

(Firm Term) \$11.42 per RSF multiplied by 900 RSF

(Non Firm Term) \$11.42 per RSF multiplied by 900 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.5 percent per annum over 00 years.

³Operating Costs rent calculation: \$3.72 per RSF multiplied by 900 RSF. Operating is subject to CPI escalation.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

⁵Parking costs are for <u>1</u> reserved parking spaces and <u>0</u> structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

Term May 1, 2014 - September 20, 2023

Shell rent calculation:

(Firm Term) \$11.42 per RSF multiplied by 518 RSF

(Non Firm Term) \$11.42 per RSF multiplied by 518 RSF

²The Tenant Improvement Allowance of \$17,457,39 is amortized at a rate of 6.5 percent per annum over 60 months.

³Operating Costs rent calculation: \$3.72 per RSF multiplied by 518 RSF. Operating is subject to CPI escalation.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

⁵Parking costs are for <u>1</u> reserved parking spaces and <u>0</u> structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

(NITIALS:

Lease Amendment Form 12/12

COMPOSITE RATES	OCTOBER 1, 2013 – APRIL 30, 2014 ANNUAL RENT	MAY 1, 2014 – APRIL 30, 2019 ANNUAL RENT	May 1, 2019 – September 30, 2023 Annual Rent
SHELL RENT ¹	\$61,325.40	\$45,314.56	\$45,315.56
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$31,424.79	\$0.00
OPERATING COSTS ³	\$ 19,976.40	\$ 14,760.96	\$ 14,760 .96
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$81,301.80	\$91,500.31	\$60,076.52

Term October 1, 2013 - April 30, 2014

¹Shell rent calculation:

(Firm Term) \$11.42 per RSF multiplied by 5.370 RSF

(Non Firm Term) \$11.42 per RSF multiplied by 5,370 RSF

²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 6.5 percent per annum over 00 years.

³Operating Costs rent calculation: \$3.72 per RSF multiplied by 5,370 RSF. Operating is subject to CPI escalation.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

⁵Parking costs are for <u>1</u> reserved parking spaces and <u>0</u> structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

Term May 1, 2014 - September 20, 2023

¹Shell rent calculation:

(Firm Term) \$11.42 per RSF multiplied by 3,968 RSF

(Non Firm Term) \$11.42 per RSF multiplied by 3,968 RSF

²The Tenant Improvement Allowance of \$133,839.99 is amortized at a rate of 6.5 percent per annum over 60 months.

³Operating Costs rent calculation: \$3.72 per RSF multiplied by 3,968 RSF. Operating is subject to CPI escalation.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

⁵Parking costs are for <u>1</u> reserved parking spaces and <u>0</u> structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

II. Paragraph 1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) is hereby deleted and replace as follows:

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **15** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **3,968** RSF by the total Building space of **25,250** RSF.

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

INITIALS: Hessor & A

Lease Amendment Form 12/12