

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. <b>2</b>	DATE <b>7/12/11</b>
	<b>SUPPLEMENTAL LEASE AGREEMENT</b>	

**LEASE NO.GS-04B-50014**  
 ADDRESS OF PREMISES **312 HERITAGE DRIVE**  
**OXFORD, MS 38655-5463**

THIS AGREEMENT, made and entered into this date by and between **HERITAGE DEVELOPMENT, LLC**  
 whose address is **310 HERITAGE DR., OXFORD, MS 38655-5463**

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 **June 2, 2011** as follows, to establish the terms of the lease based upon the mutual measurement; the annual rental, and the negotiated lease commencement date. The lease is amended as follows:

GSA Standard Form 2, Paragraph 2 is amended to read:

2. "To have and to hold the said premises with appurtenances for the term beginning on

June 02, 2011 THROUGH September 30, 2026 subject to termination and renewal rights as may be hereinafter set forth"

GSA Standard Form 2, Paragraph 3, is amended to read:

3. "The Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows: See page 3, paragraph 9

Block A (existing space, inclusive of CPI though 2010)

Term	RSF	Annual Rent	PRSF Rate	ABOASF Rate	Monthly Rate
06/02/11-09/30/11	5,798	\$107,479.74	\$18.54	\$20.02	\$8,956.64

Block B (inclusive of existing plus expansion space)

Term	RSF	Annual Rent	PRSF Rate	ABOASF Rate	Monthly Rate
10/01/11-09/30/21	10,681	\$327,693.08	\$30.68	\$34.32	\$27,307.76
10/01/21-09/30/26	10,681	\$285,182.70	\$26.70	\$29.87	\$23,765.23

**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 above date.

**LESSOR: Heritage Development, LLC**

B \_\_\_\_\_  
 I \_\_\_\_\_

*MEMBER - MGR*  
 \_\_\_\_\_  
 (Title)  
*Property Mgrs*  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
**CONTRACTING OFFICER**  
**GENERAL SERVICES ADMINISTRATION**  
 (Official Title)

Block A Space (consist of the following):

Rentable Square Feet: 5,798

Usable: 5,369

Base Rent: \$72,724.14 / Operating Rent: \$34,737.60

Block B Space rental payments shall become effective on the date specified above or on a mutually agreed upon occupancy date between GSA and the lessor. An additional SLA will be executed to begin the effective date of Block B Space, if the occupancy of Block B space occurs prior to, or after October 1, 2011 as mutually agreed upon by the lessor and GSA.

Block B Space (consist of the following):

Rentable Square Feet: 10,681

Usable: 9,548

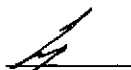
Base Rent: \$250,255.83 / Operating Rent: \$77,437.25

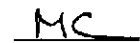
Term	Tenant Improvement	Operating RSF	Base Rent RSF	Rate Per RSF	Monthly	Annual Rent
10/01/11-09/30/21	\$4.72	\$7.25	\$18.71	\$30.68	\$27,307.76	\$327,693.08
10/01/21-09/30/26	\$0	\$7.25	\$19.45	\$26.70	\$23,765.23	\$285,182.70

Pursuant to Paragraph 20 of the SF2, Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month of the effective date of rental payments for Block B space and continue as indicated in the schedule identified under paragraph 19 of the SF 2.

GSA Standard Form 2, Paragraph 4 is amended to read:

4. "The Government may terminate this lease, in whole or in part, at any time on or after September 30, 2021, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

  
Lessor

  
Gov't