

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 1

DATE

November 30, 2010

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B-59132

ADDRESS OF PREMISES: McMullan Warehouse, 1539 Grimes Road, Washington, NC 27889

THIS AGREEMENT, made and entered into this date by and between **Mr. James B. McMullan**

whose address is: [REDACTED]

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 October 12, 2010, as follows:

The purpose of this Supplemental Lease Agreement is to correct the lease term noted in paragraph 3. The Lease is hereby amended to include the following following:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Section C of GSA Form 3626, 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 \$475.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

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: **Mr. James B. McMullan**

BY [REDACTED]

IN PRESENCE OF [REDACTED]

308 JOAN COURT
BEAUFORT, N.C. 28516
(Address)

UNITED STATES OF AMERICA

BY [REDACTED]

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)