

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 03	TO LEASE NO. GS-04B-50030	DATE 4.17.2012	PAGE 1 of 2
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ADDRESS OF PREMISES
127 International Dr. Franklin, TN 37067

THIS AGREEMENT, made and entered into this date by and between **Market Exchange LLC**

whose address is: 80 Curtwright Drive, Suite 5
Williamsville, NY 14221

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter 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 April 5, 2012, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to amend paragraphs 3, 10 and 11 of the Lease by deleting the existing text of such paragraphs and substituting, in lieu thereof, the following paragraphs.

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

Term	Start Date	Finish Date	Shell (Annual)	TI (Annual)	Op. Ex. (Annual)	Total Annual Rent	Monthly Re
1-10	8/1/2012	7/31/2022	\$ 2,172,282.58	\$ 678,412.74	\$ 1,278,559.95	\$ 4,129,255.27	\$ 344,104.
11-15	8/1/2022	7/31/2027	\$ 2,850,695.32	-	\$ 1,278,559.95	\$ 4,129,255.27	\$ 344,104.
16-19.5	8/1/2027	1/31/2031	\$ 548,975.55	-	\$ 1,278,559.95	\$ 1,827,535.50	\$ 152,294.
19.6-20	2/1/2031	7/31/2032	\$ 2,386,511.05	-	\$ 1,278,559.95	\$ 3,665,071.00	\$ 305,422.

"10. The rental rate in Paragraph 3 for years 1 through 10 includes all Tenant Improvements. Tenant Improvement allowance (TI) provided in the lease is \$41.1312 per ABOASF, or a total of \$5,092,248.22 amortized at an interest rate of 6% over ten (10) years yielding an annual cost of \$678,412.74 at a rate of \$5.48 per ABOASF (\$5.01 per RSF). The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor. If the TI cost exceeds \$41.1312 per ABOASF (for up to 123,805 ABOASF, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$41.1312 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the TI. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for the electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out."

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

LESSOR	NAME OF SIGNER
	Michael Huntress

ADDRESS: 80 Curtwright Dr. Suite 5 Williamsville Ny 14221

IN PRESENCE OF	NAME OF SIGNER
	Cindy Dauener

UNITED STATES OF AMERICA	NAME OF SIGNER
	RYAN Y. JOHNSON
	OFFICIAL TITLE OF SIGNER
	CONTRACTING OFFICER

"11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8TN2081, the shell cost is established as \$17.5460 per ABOASF (\$16.0466 per RSF), \$2,172,282.58 annually, which is inclusive of the rental rate in Paragraph 3 for years 1 through 10; the shell cost is established as \$23.0257 per ABOASF (\$21.0581 per RSF), \$2,850,695.32 annually, which is inclusive of the rental rate in Paragraph 3 for years 11 through 15; the shell cost is established as \$4.4342 per ABOASF (\$4.0444 per RSF), \$548,975.55 annually, which is inclusive of the rental rate in Paragraph 3 for years 16 through 19.5 (months 181 through 235); the shell cost is established as \$19.2764 per ABOASF (\$17.6292 per RSF), \$2,386,511.05 annually, which is inclusive of the rental rate in Paragraph 3 for years 19.6 through 20 (months 236 through 240)."

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

****LAST ITEM****

INITIALS:  LESSOR
GOVT