

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>06</b>	TO LEASE NO. <b>GS-04B-50030</b>	DATE <b>SEP 10, 2012</b>	PAGE <b>1 of 2</b>
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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**

**DUPLICATE ORIGINAL**

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

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

**Paragraphs 2, 3, 11, 14, and 24 of the lease are hereby deleted in their entirety and replaced as follows:**

- "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (20) years beginning on August 9, 2012 through August 8, 2032, subject to termination and renewal rights as may be hereinafter set forth."
- "3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Term	Shell (Annual)	TI (Annual)	Op. Ex. (Annual)	Total Annual Rent	Monthly Rent
8/9/2012 - 8/8/2022	\$ 2,172,282.58	\$ 678,412.74	\$ 1,280,559.95	\$ 4,131,255.27	\$ 344,104.61
8/9/2022 - 8/9/2027	\$ 2,850,695.32	-	\$ 1,280,559.95	\$ 4,131,255.27	\$ 344,104.61
8/9/2027 - 2/8/2031	\$ 548,975.55	-	\$ 1,280,559.95	\$ 1,829,535.50	\$ 152,294.63
2/9/2031 - 8/8/2032	\$ 2,386,511.05	-	\$ 1,280,559.95	\$ 3,667,071.00	\$ 305,589.25

Note 1: The rate per Rentable Square Foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2: The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

- "11. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 8TN2081, the shell cost is established as \$17.55 per ABOASF (\$16.05 per RSF), \$2,172,282.58 annually, which is inclusive of the rental rate in Paragraph 3 for August 9, 2012 – August 8, 2022; the shell cost is established as \$23.03 per ABOASF (\$21.06 per RSF), \$2,850,695.32 annually, which is inclusive of the rental rate in Paragraph 3 for August 9, 2022 – August 8, 2027, the shell cost is established as \$4.43 per ABOASF (\$4.06 per RSF), \$548,975.55 annually, which is inclusive of the rental rate in Paragraph 3 for August 9, 2027 – February 8, 2031; the shell cost is established as \$19.28 per ABOASF (\$17.63 per RSF), \$2,386,511.05 annually, which is inclusive for the rental rate in Paragraph 3 for February 9, 2031 – August 8, 2032.
- "14. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 8TN2081, the annual operating cost is established as \$1,280,559.95 yielding an escalation base of \$10.34 per ABOASF (\$9.46 per RSF), which is inclusive of the rental rate for years 1 through 20."

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental **IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

**Lessor Market Exchange LLC**

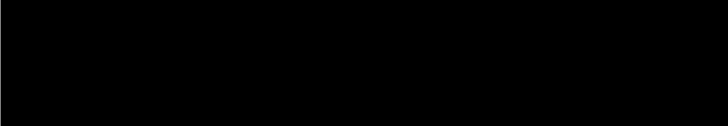
SIGNATURE 	NAME OF SIGNER <b>Michael Huntress</b>
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ADDRESS <b>80 Curtwright Dr. Suite 5 Williamsville NY 14221</b>
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IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER <b>Cindy Daumen</b>
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**UNITED STATES OF AMERICA**

	NAME OF SIGNER <b>Ryan Y. Johnson</b>
	OFFICIAL TITLE OF SIGNER <b>Contracting Officer</b>

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"24. In accordance with the SOLICITATION FOR OFFERS 8TN2081, Paragraph 2.5, and the Lease dated August 16, 2010 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]. In accordance with the "Broker Commission and Commission Credit" paragraph, 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 in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The 68% 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 the lease award and the remaining fifty percent (50%) is payable at occupancy.

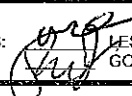
Notwithstanding Paragraph 3 of this Supplemental Lease Agreement, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments, and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment \$344,270.76 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment \$344,270.76 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED]

Third Month's Rental Payment \$344,270.76 minus the prorated Commission Credit of [REDACTED] equals the adjusted Third Month's Rent of \$ [REDACTED]

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

INITIALS:  LESSOR  
GOVT