

SUPPLEMENTAL LEASE AGREEMENT

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| SUPPLEMENTAL LEASE AGREEMENT NO. 3 | TO LEASE NO. GS-04B-61016 | DATE 12/14/11 | PAGE 1 of 2 |
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ADDRESS OF PREMISES **62 Dominion Drive, Jackson, TN 38305-8503**

THIS AGREEMENT, made and entered into this date by and between **Ronnie B. Fowler**

whose address is [REDACTED]

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government: **WHEREAS**, the parties hereto desire to amend the above Lease contract to establish beneficial occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective December 1, 2011, as follows:

Paragraphs **1, 2, 3, 5, 14, 15, 18** and **19** of the lease is hereby deleted in their entirety and paragraphs **1, 2, 3, 5, 14, 15** and **18** are replaced as follows:

"1. **LOCATION AND SQUARE FOOTAGE:**

The Lessor hereby leases to the Government the following described premises: A total rentable square feet (RSF) of 14,981 and a total ANSI/BOMA Office Area square feet (ABOASF) of 14,888. The space includes an extra 7,500 square feet of ware yard at no additional cost to the Government as indicated on the Site Plan marked Exhibit A per SLA1.

The total of 7,481 RSF of office and related space yields 7,388 ABOASF of space at 62 Dominion Dr. in Jackson, TN 38305-8503. Thirteen (13) parking spaces will be provided in accordance with this lease at no extra cost to the Government.

The space is also allocated into four (4) separate blocks of space referenced below.

- o 1,388 ANSI/BOMA Area square feet of office space
- o 3,000 ANSI/BOMA Area square feet of warehouse space
- o 1,500 ANSI/BOMA Area square feet of covered storage
- o 1,500 ANSI/BOMA Area square feet ware yard space"

"2. **TERM:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years beginning on December 1, 2011 through November 30, 2021, subject to termination and renewal rights as may be hereinafter set forth."

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

LESSOR **Ronnie B. Fowler**

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|--|--|
| [REDACTED] | NAME OF SIGNER Ronnie B Fowler |
| ADDRESS 63 Keelange Cu Jackson TN 38305 | |

IN PRESENCE OF

| | |
|--|--|
| [REDACTED] | NAME OF SIGNER Gay R. Fowler |
| 63 Keelange Cu Jackson TN 38305 | |

UNITED STATES OF AMERICA

| | |
|------------|--|
| [REDACTED] | NAME OF SIGNER Marcus Skinner |
| | OFFICIAL TITLE OF SIGNER Contracting Officer |

3. **RENTAL RATES:**

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows. The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 of SLA1. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1 of SLA1.

| | <u>Term: Years 1 – 5</u> | <u>Term: Years 6-10</u> |
|----------------|---|---|
| Base: | \$ 48,077.26 (\$6.43 prsf/ \$6.51 paboasf) | \$48,077.26 (\$6.43 prsf/ \$6.51 paboasf) |
| Operating: | \$ 34,649.72 (\$4.63 prsf/ \$4.69 paboasf) | \$34,649.72 (\$4.63 prsf/ \$4.69 paboasf) |
| Tl: | \$ 19,916.30 (\$2.66 prsf/ \$2.70 paboasf) | |
| Bldg Security: | \$ 8,119.78 (\$1.09 prsf/ \$1.10 paboasf) | |
| TOTAL: | \$110,763.06 (\$14.81 prsf/ \$14.99 paboasf) | \$82,726.98 (\$11.06 prsf/ \$11.20 paboasf) |
| TOTAL BLENDED: | \$110,763.06 (\$7.39 prsf/ \$7.44 paboasf) ¹ | \$82,726.98 (\$5.52 prsf/ \$5.56 paboasf) |

Note 1: The total blended above for years 1-10 is a total blended rate including 7,500 RSF of free space."

5. **TERMINATION RIGHT:**

The Government may terminate this lease, in whole or in part, at any time on or after November 30, 2016, by giving the Lessor at least one hundred twenty (120) 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."

14. **COMMON AREA FACTOR:**

The common area factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOASF) to determine the rentable square feet is 1.0062 (14,981 / 14888) which includes an extra 7,500 square feet of ware yard at no additional cost to the Government."

15. **TENANT IMPROVEMENT ALLOWANCE:**

Pursuant to Paragraph 3.2 "Tenant Improvements Included in Offer", the Tenant Improvement Allowance (TIA) for this project increased to \$87,855.77 and to be amortized over 60 months at 6.0%.

The rental rate in paragraph 3 of this SLA is less than the TIA referenced above and only includes the actual Tenant Improvement Cost in the amount of \$85,848.49 which has been amortized over the 5-year firm term period of the lease contract at an interest rate of 6.0%, rounded, using end of month payments."

18. **COMMISSION AND CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the average firm term value of this lease. The commission is [REDACTED] (Annual Rent for Years one (1) through five (5) of [REDACTED] multiplied by [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. 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 [REDACTED] balance which equates to [REDACTED] less [REDACTED] already paid leaving a net balance of [REDACTED] to be paid to the broker payable at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, 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 of \$9,230.26 (of which \$4,006.44 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$9,230.26 (of which \$4,006.44 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

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: RBF LESSOR
MS GOVT