

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-50004	DATE	PAGE 1 of 2
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ADDRESS OF PREMISES
513 South Third Street, Gadsden, AL 35901-5301

THIS AGREEMENT, made and entered into this date by and between Clokey-Maddox Properties, LLC

whose address is 513 South Third Street
GADSDEN, AL 35901-5301

DUPLICATE ORIGINAL

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: 1) modify the occupancy date and 2) increase the leased square footage.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 21, 2010 as follows:

1. Paragraph 1. is hereby deleted in its entirety and replaced as follows:

The Lessor hereby leases to the Government the following described premises: A total of 5,804 Rentable Square Feet (RSF) of office and related space (5,056 ANSI/BOMA Office Area Square Feet (OASF) at 310 South 3rd Street, Gadsden, Etowah County, Alabama 35901-5224. Eight (8) on-site reserved parking spaces are to be provided at no extra cost to the Government

2. Paragraph 2 is hereby deleted in its entirety and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 1, 2010 and continuing through October 31, 2025, subject to termination and renewal rights as may be hereinafter set forth

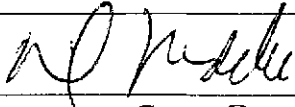
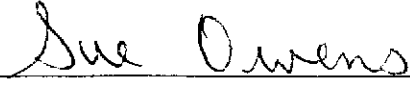
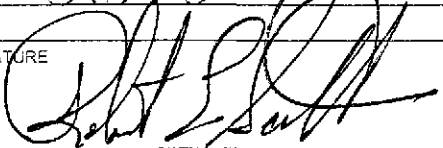
3. Paragraph 3 is hereby deleted in its entirety and replaced as follows:

TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENTS	ANNUAL RENT	RATE PRSF	RATE POASF
Years 1-10	\$88,328.32	\$28,832.00	\$25,465.94	\$142,626.26	\$24.57	\$28.21
Years 11-15	\$88,328.32	\$28,832.00	\$0.00	\$117,160.32	\$20.19	\$23.17

The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$200,542.04 or \$39.66417 per ANSI/BOMA Office Area Square Feet, which is included in the rent, using the 4.95% amortization rate over the firm term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 4.95% amortization rate.

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Michael Maddox
ADDRESS 513 S. 3rd Street Gadsden, AL 35901	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Sue Owens
ADDRESS 513 S. 3rd Street Gadsden, AL 35901	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER ROBERT E. SCOTT
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

4. Paragraph 8 is hereby deleted in its entirety and replaced as follows:

In accordance with SFO paragraph 3.2, the Tenant Improvement Allowance (TI) provided in the lease is \$39.67 OASF rounded or \$200,542.04, which when amortized at an interest rate of 4.95% over 10 years, yields \$5.04 (OASF) rounded or \$25,465.94 per annum. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the T/I cost exceeds \$39.67 OASF rounded (for up to 5,056 OASF) or \$200,542.04, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$39.67 OASF rounded or \$200,542.04, is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two (2) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

5. Paragraph 9 is hereby deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 50.0% (Based on Government occupancy of 5,804 rentable square feet and total building area of 11,608 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.

6. Paragraph 10 is hereby deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$5.70 OASF (\$4.97 PRSF) rounded or \$28,832.00.

7. Paragraph 11 is hereby deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 15% rounded based on 5,056 ANSI/BOMA Office Area Square Feet (OASF) and 5,804 rentable square feet.

8. Paragraph 17 is hereby deleted in its entirety and replaced as follows:

In accordance with the SOLICITATION FOR OFFERS 8AL2017, Paragraph 2.2 the Lessor and the Broker have agreed to a SFO 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. 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], [REDACTED] per month rounded, for three (3) months of the lease. 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 and forming a part of this lease.

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 \$11,885.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$11,885.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$11,885.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

Fourth Month's Rental Payment shall commence in full

****LAST ITEM****