

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-61991	DATE 5-3-2012	PAGE 1 of 2
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ADDRESS OF PREMISES
201 Saint Michael Street, Mobile, Alabama 36602-3271

THIS AGREEMENT, made and entered into this date by and between St. Michael, LLC

whose address is 169 Dauphin Street, Suite 101
MOBILE, AL 36602

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 as shown below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 23, 2012 as follows:

Paragraphs 2, 3, 8 and 18 of the lease are hereby deleted in their entirety and replaced as follows:


- Paragraph 2 is amended to read: TO HAVE AND TO HOLD the said premises with their appurtenances for ten (10) years, five (5) years firm, and the lease term beginning on September 8, 2011 through September 7, 2021, with the firm term beginning on May 1, 2012 through April 30, 2017, subject to termination and renewal rights as may be hereinafter set forth."
- Paragraph 3 is amended to read: The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

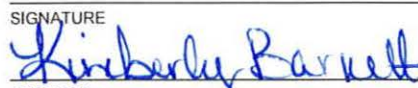
TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	PRSF RATE	PUSF RATE
9/8/2011 - 4/30/2012	\$243,554.46	\$63,565.71	\$0.00	\$307,120.17	\$20.87	\$24.06
5/1/2012 - 4/30/2017	\$243,554.46	\$63,565.71	\$15,659.82	\$322,779.99	\$21.94	\$25.29
5/1/2017 - 9/7/2021	\$273,128.20	\$63,565.71	\$0.00	\$336,693.91	\$22.88	\$26.38

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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 Richard D. Inge Peter C. Sherman
ADDRESS 169 Dauphin St, Suite 101, Mobile, AL 36602
IN PRESENCE OF

SIGNATURE  NAME OF SIGNER Kimberly Barnett
ADDRESS 169 Dauphin Street, Suite 101 Mobile, AL 36602
UNITED STATES OF AMERICA

SIGNATURE  NAME OF SIGNER Wanda P. Hardiman
OFFICIAL TITLE OF SIGNER Contracting Officer

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3. Paragraph 8 The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$67,501.08 to be amortized through the rent over the firm term of the Lease (60 Months) at the rate of 6.0%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$15,659.82 per annum or \$1,304.98 per month.
4. Paragraph 18 In accordance with the SOLICITATION FOR OFFERS 9AL2105, Paragraph 2.3 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] 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 SFO 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 \$26,898.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$26,898.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$26,898.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

Fourth Month's Rental Payment shall commence in full.

All other terms and conditions of the lease shall remain in force and effect.

****LAST ITEM****