

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.
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TO LEASE NO.
GS-04B-61200

DATE
02/22/2012

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ADDRESS OF PREMISES
914 Noble Street, Anniston, AL 39201-5628

THIS AGREEMENT, made and entered into this date by and between The Pavilion LLC

whose address is 914 Noble Street, Anniston, AL 39201-5628

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 June 15, 2011 as follows:

Paragraph 3 RENTAL RATES of the lease is hereby deleted in its entirety and replace with the following:

3. 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. 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.

Block/Term	ABOASF	RSF	No. of Parking	Annual Shell	Shell Rate PRSF	Annual Operating	Operating Rate PRSF	** Annual Rent	Rate PRSF
Block A 6/15/2011- 6/14/2021	1,521	1,648	0	\$21,629.42	\$13.12	\$8,137.66	\$4.94	\$29,767.08	\$18.06
Block B 6/15/2011- 6/14/2021	7,707	8,352	2	\$109,616.99	\$13.12	\$41,241.34	\$4.94	\$150,858.33	\$18.06
Composite Rate	9,228	10,000	2	\$131,246.41	\$13.12	\$49,379.00	\$4.94	**\$180,625.41	\$18.06

** The annual rental will be adjusted upon completion, inspection, and acceptance of the approved Tenant Improvements (TI) by the Contracting Officer and receipt of a building Certificate of Occupancy (CD).

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

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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

ADDRESS

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

Paragraph 3 and 8 is hereby amended to add the as follows:

** In accordance with Paragraph 8 of the lease contract the annual rental rate will be adjusted -upon completion, inspection, and acceptance of the approved Tenant Improvements (TI) by the Contracting Officer and receipt of a building Certificate of Occupancy.

Paragraph 18 is hereby amended to add the as follows:

In accordance with the SOLICITATION FOR OFFERS 9AL2097, Paragraph 2.3, 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 and the separate commission agreement executed by both parties. The [REDACTED] 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 lease award and the remaining fifty percent (50%) is 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:

		Annual Rent	Monthly Payment	Broker Commission Credit	Monthly Payment
Block A	Month 1	\$ 29,767.08	\$ 2,480.59	[REDACTED]	[REDACTED]
	Month 2	\$ 29,767.08	\$ 2,480.59	[REDACTED]	[REDACTED]
Block B	Month 1	\$ 150,858.33	\$ 12,571.53	[REDACTED]	[REDACTED]
	Month 2	\$ 150,858.33	\$ 12,571.53	[REDACTED]	[REDACTED]

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