

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-62055	DATE 04/24/2012	PAGE 1 of 2
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ADDRESS OF PREMISES  
Mayfair Professional Center, 4700 Whitesburg Drive, Huntsville (Madison County) Alabama 35802-1685

**THIS AGREEMENT**, made and entered into this date by and between **Mayfair Professional Center, LLC**

whose address is 307 Franklin Street  
Huntsville, Alabama 35801-4208

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.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 8, 2012, as follows:

1. Paragraph 7 of the Lease Contract entitled "Attachments", subparagraph 7C and 11.1 Special Requirements of the Solicitation For Offers and it's attachment entitled, [REDACTED] Huntsville, AL resident Agency Part I, Building and Special Requirements Revised SMU 7/7/2009 are hereby deleted in its entirety and replaced as follows:

7C. The attached "Program of Requirements of Requirements (POR) Resident Agency (Version 11.1)" dated November 16, 2011, consisting of forty-eight (48) pages.

2. Paragraph 1.3, General Building requirements, Page 5 of 48, Subparagraph (E) of the attached, "POR [REDACTED] Resident Agency (Version 11.1) is hereby deleted in its entirety."

3. Paragraph 11.0, Appendix 1: Building Data Matrix, Page 41 of 48, Subparagraph, 11.2, Standoff Requirement for Existing Buildings, of the attached POR [REDACTED] Resident Agency (Version 11.1) is hereby deleted in its entirety.

**All other terms and conditions shall 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.

<b>LESSOR</b>	
SIGNATURE [REDACTED]	NAME OF SIGNER <b>PETER L. LOWE</b>
ADDRESS [REDACTED]	

<b>IN PRESENCE OF</b>	
SIGNATURE [REDACTED]	NAME OF SIGNER <b>Susan Stricklin</b>
ADDRESS [REDACTED]	

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE [REDACTED]	NAME OF SIGNER <b>ROBERT E. SCOTT</b>
	OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>

1. The Lessor specifically reserves the right to submit cost and pricing data associated with the updated POR upon receipt of updated agency layout drawings and the Government acknowledges this reservation. Lessor's execution of this SLA does not waive Lessor's ability to seek and receive compensation for costs associated with incorporation of the updated POR. Lessor contemplates cost as follows:

- (a) Assuming an overall increase in costs, the costs related to the review, planning and pricing of the updated POR, which shall be quantified and presented to GSA for approval. When and if approved, the Government shall reimburse the lessor from the tenant improvement allowance provided under this Lease. The lessor acknowledges that such costs must be fair and reasonable as well as appropriately documented in order to receive Governmental approval; and
- (b) Increased costs related to operating expenses associated with changes contained in the updated POR, which are not quantifiable at this time. Lessor must quantify and present any increased operating expenses to reflect increases that would reasonably be incurred as a result of the updated POR requirements. Any request for increased operating expenses must be brought by the Lessor within one (1) calendar year from the Government's acceptance of the space. Failure to timely request any such increase shall be deemed a waiver of an increase.
- (c) The lessor acknowledges that should there be a decrease in costs of the updated POR or the operating expenses, the Government shall be entitled to the cost savings in either or both elements.

5. Paragraph 12 of the SF-2 is hereby deleted in its entirety and replaced with the following:

12. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 0AL2012, the percentage of Government occupancy is amended and established as 100.00% (based on a separately assessed fourth floor parcel given Parcel ID # 18-04-18-2-000-014.011-CONDO by the local taxing authority of Madison County, Alabama and consisting of approximately 15,650 RSF contained in Unit 400 that is 100% occupied by the Government). 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 ABOASF stated in the SFO, as amended, and in accordance with GSA Form 3517B, GENERAL CLAUSES. "

\*\*\*\*\*THE BALANCE OF THIS PAGE WAS INTENTIONALLY LEFT BLANK\*\*\*\*\*

INITIALS:

*PLC*  
*PLC*  
*PLC*

LESSOR  
GOVT

GSA FORM 276 (REV. 8/2006) BACK