

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. LSC59114	DATE 2/15/2012	PAGE 1 of 3
ADDRESS OF PREMISES 499 Lakeshore Parkway, Rock Hill SC. 29730-4205			

THIS AGREEMENT, made and entered into this date by and between **THE HUTTON COMPANY LLC**,

whose address is: **736 CHERRY STREET
CHATTANOOGA TN 37402-1909**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:
WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **DEC 09, 2011** as follows:


1.) Paragraph 1 of the Lease is hereby deleted in its entirety and replaced to read as follows:


1. The Lessor leases to the Government a total of 10,612 ANSI BOMA Office Area square feet, 12,204 Rentable Square Feet (RSF) of office and related space in a newly constructed building located on Parcel No. 6280401001 (Parcel Q), Tech Park, Lakeshore parkway, York County, Rock Hill South Carolina 29730-4205. Mailing Address; 499 Lakeshore Parkway, Rock Hill SC. 29730-4205. Together with fifty three (53) surface parking spaces located on-site of the leased location for exclusive Government use.

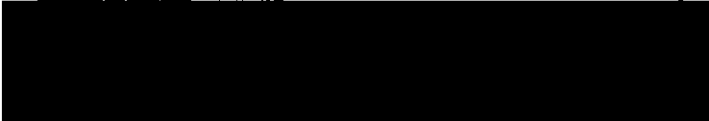
2.) Paragraph 2 of the Lease is hereby deleted in its entirety and replaced to read as follows:

2. To have and to hold the said premises with their appurtenances for ten (10) years, ten (5) years firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of the rental shall be Dec 09, 2011 and shall expire on Dec 10, 2021. The government may terminate this lease in whole or in part at any time on or after (5th year) Dec 10, 2016 by giving at least 60 days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR	
SIGNATURE 	NAME OF SIGNER President Geoffrey Smith
ADDRESS f. Chattanooga, TN 37402	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Caren L. Giles
ADDRESS	

UNITED STATES OF AMERICA	
	NAME OF SIGNER James Thompson Nanda P. Hardiman
	OFFICIAL TITLE OF SIGNER Contracting Officer

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6. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. Invoices shall reference number **N0370507** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp> Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

General Services Administration, Greater Finance Center
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Hardiman, Wanda
Contracting Officer
77 FORSYTH ST. SW 500
ATLANTA GA 30303-3458

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # **0022401**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Payment will be made per the lease GSA FORM 3517 General Clauses 48CFR 552.232-75 prompt payment act. GSA's Payment due date will be thirty days after receipt of invoice or after the acceptance of goods or services, whichever of the two is later. The payment date is the date of the Treasury check or electronic funds transfer. Submittal of an improper invoice may lengthen the thirty days due date.

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 the 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:  LESSOR

GOV'T 

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3.) Paragraph 3 of the Lease is hereby deleted in its entirety and replaced to read as follows:

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Year	Annual Shell	Annual Operating	Annual Tenant Improvement Allowance	Total Annual Rent
Dec 09, 2011 - Dec 08, 2016	\$194,142.72**	\$58,530.00	\$80,740.52	\$333,413.24*
Dec 09, 2016 - Dec 10, 2021	\$194,092.80	\$58,530.00	\$0	\$252,622.80

*the Owner has provided free shell rent for the first two months of the Lease. Annual rent for the period of 12/9/2011 through 2/8/2012 will be \$139,270.52. Starting 2/9/2012 through 12/8/2016, the annual rent will be, \$333,413.24.

** The shell dollar amount is inclusive of \$22,250 for base year taxes.

4.) Paragraph 18 of the Lease is hereby deleted in its entirety and replaced to read as follows:

4. In accordance with the solicitation for offers 8SC2098, paragraph 2.4 A. *Broker Commission and Commission Credit*, CB Richard Ellis Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission").

The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's Occupancy of the premises leased pursuant to the Lease or the commencement date of the lease. Due to the Commission Credit described in Paragraph 2.4 B., only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the full rental payments and continue until the credit has been fully recaptured.

Third month's rental payment of \$27,784.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Fourth month's rental payment of \$27,784.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Fifth month's rental payment of \$27,784.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

5. The Lessor hereby approves a waiver of restoration for all areas affected by this alteration.