

**SUPPLEMENTAL LEASE AGREEMENT** 08/14/2012

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-04B-50004	DATE 2-29-2012	PAGE 1 of 3
ADDRESS OF PREMISES 310 South Third Street, Gadsden, (Etowah County) 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

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 **July 01, 2012**, as follows:

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

1. The Lessor hereby leases to the Government the following described premises:

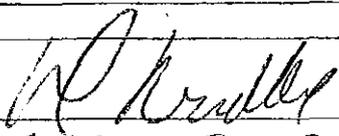
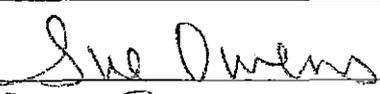
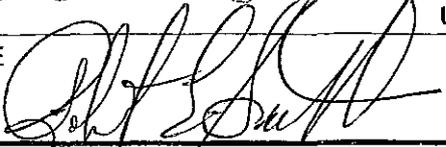
A total of 5,804 Rentable Square Feet of office and related space consisting of 5,047 ANSI/BOMA Office Area Square Feet (ABOASF) on the 2<sup>nd</sup> floor located at 310 South Third Street, Gadsden, (Etowah County), Alabama 35901-5224. Plus, eight (8) on site reserved parking spaces are to be provided at no extra cost to the Government.

to be used for such purposes as determined by the General Services Administration.

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

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2012 and continuing June 30, 2027, subject to termination and renewal rights as may be hereinafter set forth.

\*\*\*\*\*Continued on Page 2\*\*\*\*\*

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

Continuation of SLA No. 5 to Lease No. GS-04B-50004

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

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

Term	Shell Rent	Operating* Rent	Tenant Improve.	Annual Rent	Monthly Rent	Rate Per RSF	Rate Per ABOASF
07/01/2012 thru 06/30/2027	\$88,328.32	\$28,832.00	\$0	\$117,160.32	\$9,763.36	\$20.19	\$23.21

Rent for a lesser period of time shall be prorated. Annual operating rent\* is subject to the consumer price index escalation throughout the lease term.

Make checks Payable to: **Clokey - Maddox Properties, LLC**  
513 South Third Street  
Gadsden, AL35901-5301

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

4. The Government may terminate this lease, in whole or in part, at any time on or after June 30, 2022 by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

Paragraph 8 is hereby deleted in its entirety.

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

9. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as 52.4% (Based on Government occupancy of 5,804 rentable square feet and total building area of 11,068 rentable square feet.) Percentage of occupancy is subject to revision based on the actual measurement of Government occupied space at the time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.

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

11. In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as (1.149990093) 1.15% rounded based on 5,047 ANSI/BOMA Office Area Square Feet and 5,804 rentable square feet.

\*\*\*\*\*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK\*\*\*\*\*

\*\*\*\*\*Continued on Page 3\*\*\*\*\*

INITIALS:      LESSOR  
     GOVT

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

17. In accordance with 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] or [REDACTED] per month, for four (4) months of the lease. The Lessor agrees to pay the Commission less the Commission credit, to the Broker in accordance with the "Broker Commission Credit" paragraph in the SFO attached to 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 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 \$9,763.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED], adjusted First Month's Rent;

Second Month's Rental Payment \$9,763.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED], adjusted Second Month's Rent;

Third Month's Rental Payment \$9,763.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Fourth Month's Rental Payment \$9,763.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED], adjusted Fourth Month's Rent;

Fifth Month's Rental Payment shall commence in full.

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 this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of the Agreement shall control and govern.

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Initials [Signature] LESSOR  
[Signature] GOV'T