

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-62055	DATE Sept 20, 2012	PAGE 1 of 2
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 August 31, 2012, as follows:

- 1) Paragraph 2 of the SF2 is deleted and replaced in its entirety with the following:

**TERM:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 1, 2013 through February 29, 2028, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government. The parties recognize and acknowledge that the term commencement date may be later than March 1, 2013, and no acceleration of schedule is agreed to by Lessor to achieve this date.

- 2) **RENTAL RATES:**

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

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>Shell per RSF</u>	<u>OP per RSF</u>	<u>TI per RSF</u>	<u>PRSF RATE</u>	<u>ABOASF RATE</u>	<u>MONTHLY RATE</u>
03/01/2013 – 02/28/2018	\$423,902.93	\$15.93	\$6.31	\$4.85	\$27.09	\$31.59	\$35,325.24
03/01/2018 – 02/28/2023	\$432,510.43	\$16.48	\$6.31	\$4.85	\$27.64	\$32.23	\$36,042.54
03/01/2023 – 02/29/2028	\$439,295.50	\$21.76	\$6.31	\$0.00	\$28.07	\$32.92	\$36,607.96

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.

**LESSOR**

SIGNATURE [Redacted]	NAME OF SIGNER PETER L. LOWE
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ADDRESS 307 FRANKLIN ST. HUNTSVILLE, ALABAMA 35801

**IN PRESENCE OF**

SIGNATURE [Redacted]	NAME OF SIGNER DENI L. MATHEWS
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ADDRESS [Redacted] HUNTSVILLE, ALABAMA 35801

SIGNATURE [Redacted] UNITED STATES OF AMERICA

SIGNATURE [Redacted]	NAME OF SIGNER FORREST E. SCOTT
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**MAYFAIR PROFESSIONAL CENTER, LLC**  
**307 Franklin Street**  
**Huntsville, AL 35801**

- 3) Paragraph 20 of the SF2 is deleted and replaced in its entirety with the following:  
In accordance with SFO 0AL2012, Paragraph 2.3 Broker Commission and Commission Credit, Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO No. 0AL2012 Paragraph 2.3, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the "Commission Credit" to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission credit. The Government hereby agrees to forego the commission credit.
- 4) GSA acknowledges that significant design development has occurred since award of the Lease, and that changes in design reflected in DIDs are acceptable to the Government. Based on the approved DIDs from the Agency labeled, "Revised July 16, 2012", the Lessor has been authorized to proceed with the construction drawings.
- 5) The Lessor does hereby release the Government from any and all claims arising under or by virtue of the Government's delay prior to the effective date of this SLA. This release shall operate automatically without further documentation. Any delay that occurs after the effective date of this SLA shall be governed by the Lease.
- 6) The Lease shall be further amended and the delay claim filed on June 29, 2012, resolved according to the Settlement Agreement attached hereto.

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

\*\*\*\*\***END OF DOCUMENT**\*\*\*\*\*

PLL [Signature]