

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO GS-06P-90049	DATE NOV 07 2011	PAGE 1 of 3
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ADDRESS OF PREMISES

800 South Bypass, Kennett, Missouri 63857-3245

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 desire to amend the above Lease

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

1. The purpose of this SLA is to establish the effective date of the lease, state the square footage accepted by the Government, and reconcile the Tenant Improvement costs.
2. Paragraph 1 is hereby amended to state: "The Lessor hereby leases to the Government the following described premises: 7,316 Rentable Square feet of space that yields 6,626 ANSI/BOMA Office Area square feet (USF) at 800 South Bypass, Kennett, Missouri, 63857-3245. Included in the rent at no additional cost to the Government are 31 on-site surface parking spaces for the exclusive use of Government employees and patrons. The Government shall have rights to ingress and egress at all times."
3. Paragraph 2 is hereby amended to state: "To HAVE AND TO HOLD" the said premises with their appurtenances for a period of ten (10) years, seven (7) years firm term beginning on September 14, 2011, continuing through September 13, 2021, subject to termination rights, in whole or in part, on or after September 14, 2018, with a 60-day written notice to the Lessor."
4. The Government shall pay annual rent based on 6,626 ANSI/BOMA Office Space (USF), 7,316 Rentable Square feet (RSF). Rent to the Lessor shall be paid monthly in arrears and shall be made payable by direct deposit into the financial institution of:

The Hutton Company, LLC.
736 Cherry Street
Chattanooga, TN 37402-1909

(See pages 2 and 3 attached hereto and made a part hereof.)

All other terms and conditions of the Lease shall remain in full force and effect.

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

LESSOR: The Hutton Company, LLC

SIGNATURE	NAME OF SIGNER
	<i>Karen J. Hutton</i>

IN THE PRESENCE OF / SIGNATURE	NAME OF SIGNER
	<i>Frank Youmans</i>

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

SIGNATURE	NAME OF SIGNER
	<i>Valerie H. Waldmeier</i>
	OFFICIAL TITLE OF SIGNER <i>Lease Contracting Officer</i>

5. Paragraph 3 is hereby amended to state: "The Government shall pay annual rent one calendar month in arrears in accordance to the following schedule:

Start Date	# Months	End Date		Annual Rent
9/14/2011	3	12/13/2011	Shell Rent Operating Rent TI TOTAL	\$ 0.00 38,950.00 43,767.45 \$ 82,717.45
12/14/2011	81	9/13/2018	Shell Rent Operating Rent TI TOTAL	\$112,920.45 38,950.00 43,767.45 \$195,637.90
9/14/2018	36	9/13/2021	Shell Rent Operating Rent TI TOTAL	\$112,637.52 38,950.00 0.00 \$151,587.52

6. The total Tenant Improvement (TI) cost equals \$332,015.48 of which \$249,667.92 is amortized in the rent over the initial seven (7) years at 6.0% interest. The remaining balance of \$82,347.56 will be paid in a lump sum payment in accordance to the Prompt Payment Act upon proper receipt of the invoice.

7. Invoice for payment must be submitted as follows:



8.

General Services Administration
 FTS and PBS Payments Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181
 Telephone: (817) 334-2397
 PDN# PS0021574

9. Proper invoice must include:

Name of Lessor as shown on the lease and invoice date. Lease contract number, Supplemental Lease Agreement number and building address. Description, price and quantity of property and services actually delivered or rendered.

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

INITIALS:  & 
 Lessor & Government

Lease No. GS-06P-90049
 SLA No. 1

Please send copy to:

General Services Administration
Valerie Waldmeier, Lease Contracting Officer (6PRE)
Real Estate Acquisition Division
1500 E. Bannister Rd.
Kansas City, MO 64131-3008

10. Paragraph 7 is hereby amended to state: Rent includes a Tenant Improvement Allowance of \$249,667.92 to be amortized through the rent over the initial 84 months of the lease at the rate of 6.0%, in accordance with SFO paragraph 3.3.
11. Paragraph 8 is hereby amended to state: In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The lessor and Studley 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 the 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, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the lease is awarded. 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 **fourth** month of the rental payments and continue through the **seventh** month until the credit has been fully recaptured as indicated in this schedule for adjusted Monthly Rent:

Fourth Month's Shell is \$9,410.04 minus the Commission Credit of [REDACTED]. Fourth Month's adjusted Gross Monthly Rental payment is [REDACTED] ([REDACTED] - [REDACTED]).

Fifth Month's Shell is \$9,410.04 minus the Commission Credit of [REDACTED]. Fifth Month's adjusted Gross Monthly Rental payment is [REDACTED] ([REDACTED] - [REDACTED]).

Sixth Month's Shell is \$9,410.04 minus the Commission Credit of \$8,634.20. Sixth Month's adjusted Gross Monthly Rental payment is [REDACTED] ([REDACTED] - [REDACTED]).

Seventh Month's Shell is \$9,410.04 minus the Commission Credit of [REDACTED]. Seventh Month's adjusted Gross Monthly Rental payment is [REDACTED] ([REDACTED] - [REDACTED]).

11. All other terms and conditions of the lease shall remain in force and effect.

INITIALS:  & 
Lessor Government

Lease No. GS-06P-90049
SLA No. 1