

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO 1 TO LEASE NO GS-04B-48122 DATE 6/10/10 PAGE 1 of 1 ADDRESS OF PREMISES 800 Oak Ridge Turnpike, 1<sup>st</sup> floor Building C, Oak Ridge, TN 37830-6957

THIS AGREEMENT, made and entered into this date by and between B & B Properties,

whose address is 800 Oak Ridge Turnpike, Suite A-1000 Oak Ridge, TN 37830-6957

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 effective upon Government execution, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) is to provide the Notice to Proceed for the Tenant Construction Budget.

Paragraph 21 is hereby added to the lease:

\*21 NOTICE TO PROCEED - After review by the Government, Lessor's Tenant Improvement proposal dated April 26, 2010 from GSB Contractors INC. is hereby approved in the amount not to exceed \$19,267.00. The entire amount of \$19,267.00 or \$2.26 OASF shall be amortized into the rent over the first five (5) years at an interest rate of 4%.

During the course of the project, should any additional costs arise, upon approval of the Contracting Officer, the TI budget can be amended up to the TI Allowance of \$65,737.73 or \$7.72 OASF at 4% over 5 years (60 months) pursuant to Paragraph 9 of SF-2.

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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 [Redacted] NAME OF SIGNER William H. Arowood ADDRESS 800 Oak Ridge Turnpike Suite A-1000 Oak Ridge, TN 37830 IN PRESENCE OF [Redacted] NAME OF SIGNER Tammy Upton ADDRESS 800 Oak Ridge Turnpike Suite A-1000 Oak Ridge, TN 37830 UNITED STATES OF AMERICA [Redacted] NAME OF SIGNER Marcus Skinner OFFICIAL TITLE OF SIGNER Contracting Officer

Paragraph 3 of the SF-2 is hereby deleted in its entirety and replaced with:

\*3. 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>RATE Per RSF<sup>1</sup></u> | <u>RATE per OASF<sup>2</sup></u> | <u>MONTHLY RENT</u> |
|-----------------------|--------------------|---------------------------------|----------------------------------|---------------------|
| 09/01/2010-08/31/2015 | \$45,929.13        | \$21.22                         | \$24.40                          | \$3,827.43          |
| 09/01/2015-08/31/2020 | \$40,228.76        | \$18.59                         | \$21.38                          | \$3,352.40          |

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the RSF

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF.

Paragraph 20 of the SF-2 is hereby deleted in its entirety and replaced with:

\*20. In accordance with the SOLICITATION FOR OFFERS 8TN2055, Paragraph 2.4 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] per month rounded, for 2 months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED], to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the 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 shell rent 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 \$3,827.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$3,827.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent"

NESS & WHA  
Govt      Lessor