

DUPLICATE ORIGINAL

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-50124	DATE	PAGE 1 of 3
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Riverview Plaza Building, 63 South Royal Street, Mobile (Mobile County), Alabama 92614-7317

**THIS AGREEMENT**, made and entered into this date by and between **Argus Realty Investors**

whose address is **c/o Thompson Properties**  
**1900 Main Street, Ste 700**  
**IRVINE, CA 92614-7317**

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 January 1, 2013, as follows:

**Paragraphs 1, 2, 3, 4, 10, 11 and 23 are hereby deleted in its entirety and replaced as follows:**

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

**Effective January 1, 2013 through April 30, 2013.** A total of 32,312 Rentable Square Feet (RSF), 27,020 ANSI/BOMA Office Area square feet (ABOASF) of office and related space, consisting of 1,196 RSF on 1<sup>st</sup> floor, 13,824 RSF on 4<sup>th</sup> floor (the entire floor), 3,468 RSF on 5<sup>th</sup> floor and 13,824 RSF on 6<sup>th</sup> (entire floor), along with 8 reserved parking spaces, located at Riverview Plaza, 63 South Royal Street, Mobile (Mobile County), Alabama 36602-3245.


**Effective May 1, 2013 through December 31, 2022.** A total of 39,593 Rentable Square Feet (RSF), 34,352 ANSI/BOMA Office Area square feet (ABOASF) of office and related space located on the 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 11<sup>th</sup> floors of a thirteen story building, along with 8 reserved, secured parking spaces, at Riverview Plaza, 63 South Royal Street, Mobile (Mobile County), Alabama 36602-3245.

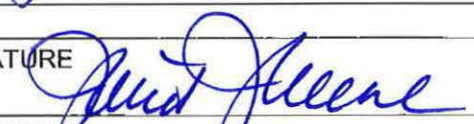
To be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

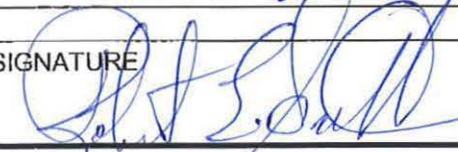
**Paragraph 2.** TO HAVE AND TO HOLD the said premises with their appurtenances for the term of ten (10) years firm, beginning on January 1, 2013 through December 31, 2022. All the terms and conditions contained herein shall prevail throughout the term of the lease.

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

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

<b>LESSOR</b>	
SIGNATURE 	NAME OF SIGNER J. Gavin Bender, Sr.
ADDRESS 917 Western America Circle, suite 102, Mobile AL 36609	

<b>IN PRESENCE OF</b>	
SIGNATURE 	NAME OF SIGNER Janet J. Keene
ADDRESS 917 Western America Circle, suite 102, Mobile AL 36609	

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER Robert P. Scott OFFICIAL TITLE OF SIGNER Contracting Officer

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

TERM	SHELL RENT	OPERATING RENT *	TENANT (TI) ** IMPROVEMENTS	ANTENNA	ANNUAL RENT	RATE per RSF	RATE per ABOA	MONTHLY RATE
01/01/2013 – 04/30/2013	\$561,563.26	\$174,920.75	\$0	\$3,360.00	\$739,844.01	\$22.90	\$27.38	\$61,653.67

TERM	SHELL RENT	OPERATING RENT *	TENANT (TI) ** IMPROVEMENTS	ANTENNA	ANNUAL RENT	RATE per RSF	RATE per ABOA	MONTHLY RATE
05/01/2013 – 12/31/2022	\$633,138.25	\$182,409.12	\$171,770.99	\$3,360.00	\$990,678.36	\$25.02	\$28.84	\$82,556.53

\*as escalated

\*\*The Tenant Improvement Allowance of \$1,257,626.72 or the actual cost of tenant improvements, whichever is less will be amortized at a rate of six (6) percent for a period not to exceed 116 months.

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

Argus Realty Investors  
c/o Thompson Properties  
1900 Main Street, Ste 700  
Irvine, CA 92614-7317

**Paragraph 4.** The Government may not terminate this lease, in whole or in part throughout the lease term.

**Paragraph 11.** In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9AL2089, the annual shell cost is established as \$561,563.26 yielding \$20.78 per ABOASF (\$17.38 per RSF) for the period January 1, 2013 through April 30, 2013, and the annual shell cost is established as 633,138.25 yielding \$18.43 per ABOASF (\$15.99 per RSF) for the period May 1, 2013 through December 31, 2022.

**Paragraph 10.** The rental rate in Paragraph 3 for the period May 1, 2013 through December 31, 2022 includes all Tenant Improvements (TI). In accordance with Paragraph 3.2 of SFO No. 9AL2089, the TI allowance provided in the lease is \$36.61 per ABOASF, or a total of \$1,257,626.72 amortized at an interest rate of six percent (6%) over 116 months yielding, an annual cost of \$171,770.99 at a rate of \$5.00 per ABOASF (\$4.34 per RSF): The TI allowance will be used to construct the interior space in accordance with the approved DIDs provided by the Government. If the TI cost exceeds \$36.61 per ABOASF (for up to 34,352 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire TI allowance of \$36.61 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit a minimum of two (2) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

**Paragraph 23.** In accordance with SFO 9AL2089, Paragraph 2.6, "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] (b)(6) of the firm term lease value) 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 9AL2089 Paragraph 2.6, only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] (b)(6) of the total commission) 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 reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practical.

INITIALS LESSOR  
GOVT

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Notwithstanding Paragraph 3 of this Standard Form 2 of this Lease, 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 of \$61,653.67 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month Rent of [REDACTED]

Second Month's Rental Payment of \$61,653.67 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month Rent of [REDACTED]

Third Month's Rental Payment of \$61,653.67 minus the prorated Commission Credit of [REDACTED] equals the adjusted Third Month Rent of [REDACTED]

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 this Agreement shall control and govern.

\*\*\*\*\*LAST ITEM\*\*\*\*\*

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GOVT

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