

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 03	TO LEASE NO. GS-04B-50124	DATE 10/30/2012	PAGE 1 of 2
--	------------------------------	--------------------	----------------

ADDRESS OF PREMISES ARI Riverview Plaza, LLC, 63 S. Royal Street, Mobile, AL 36602-3245

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

whose address is **c/o Thompson National Properties,
1900 Main Street
Irvine, CA 92614**

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 as indicated below.**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective October 24, 2012, as follows:

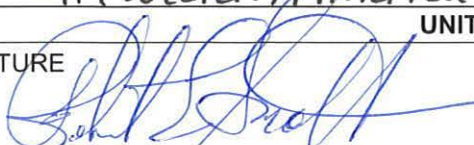
This Supplemental Lease Agreement (SLA) No. 3 has been prepared to issue acceptance of, and Notice to Proceed on Lessor's proposal. The Notice to Proceed is in accordance with the estimate provided by Vance McCown Construction Company, and said approved attached Exhibit A Design Intent Drawings dated September 2, 2011 and final [REDACTED] comments dated September 14, 2011. This SLA further includes Exhibit B, Lessor's approved proposal dated September 14, 2012 in acceptance of the total amount \$1,674,232.04 for the demised premises and established tenant improvement allowance. The IGE has been received, and the cost is determined to be fair and reasonable.

Payment will be due only for items which are listed in the scope of work, Exhibit A and B attached to this SLA, or requested in writing by the Contracting Officer.

The Lessor will be issued a lump sum payment, for TI costs above the TI allowance identified in Para. 10 of the SF 2 upon completion, inspection and acceptance of the scope of work by the Government. Payment is predicated on receipt of this signed SLA, and a certified invoice at the time of work completion. All invoices shall be sent to: US General Services Administration, Finance Division - 7BCP 819 Taylor St. Fort Worth, Texas 76102-0181. The payment document code number _____ in the amount of \$416,605.32 must be included with payment submittals. Upon said payment, all removable non-structural fixtures become property of the Government, and may be changed, relocated, and or removed from the leased premises by the Government.

The Lessor hereby waives all restoration rights for all areas affected by this alteration.

*****Continued on Page 2 of 2*****

LESSOR Argus Realty Investors	
SIGNATURE 	NAME OF SIGNER J. Gavin Bender, Sr.
ADDRESS 917 Western America Circle, Suite 102, Mobile, AL 36609	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Janet J. Keene
ADDRESS 917 Western America Circle, Suite 102, Mobile, AL 36609	
UNITED STATES OF AMERICA	
SIGNATURE 	Robert E Scott
	GSA Contracting Officer

Except as modified by this Agreement, All other 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.

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

INITIALS LESSOR
GOV'T

