

Lease No. GS-04B-61097

GSA FORM L201-A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

I. The Lease.

THIS LEASE is made and entered into between

Compass Bank

("the Lessor"), and **THE UNITED STATES OF AMERICA** ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A Simplified Lease Proposal attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

2 YEARS,

commencing on **April 1, 2011**, subject to the terms and conditions set forth below.

A. *Rental Consideration.* In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and tenant improvements specified in the Lease, including those described in the Exhibit A, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16, rights to parking areas shall be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

B. *Early Termination Right.* After the **1ST YEAR** anniversary of the commencement of the term of this Lease, the Government may notify the Lessor of the early termination of this Lease by giving at least 90 days written advance notice to the Lessor.

C. *Renewal Options.* This Lease may be renewed at the option of the Government for a term of **0 YEARS** at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least 60 days before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

D. *Documents Incorporated By Reference.* The following documents are incorporated by reference, as though fully set forth herein:

1. Exhibit A, GSA Form 1364A, Lessor's Simplified Lease Proposal in Response to Request for Lease Proposals No. 1AL2046.
2. Exhibit B, Floor Plan Delineating the Premises
3. Exhibit C, GSA Form 3518A, Representations and Certifications (Rev. 1/07)

E. *Tenant Hours of Operation.* The Government shall be entitled to routinely occupy and use the Premises during the following hours:

	Start	End
Weekdays:	7:00 AM	6:00 PM
Saturdays:	-	-
Sundays:	-	-
Federal Holidays:	-	-

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

For the Lessor:



D. Troy Lindsey

Executive Vice President

Date: 4/18/11

For the Government:



William Justin Kidwell

Lease Contracting Officer

Date: May 11, 2011