

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3 TO LEASE NO. GS-04B-61018 DATE 03/07/2012 PAGE 1 of 3

ADDRESS OF PREMISES
1130 South 22nd Street South, Birmingham, AL 35205-2870

THIS AGREEMENT, made and entered into this date by and between Ridge Park Partners, Ltd.

whose address is 1130 22nd Street South
BIRMINGHAM, AL 35205-2870

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to correct the above lease contract.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 27, 2011, as follows.

The purpose of this Supplemental Lease agreement as amended, is to allow the Government to lease additional space on the second and third floors in the Ridge Park Place Building and make the necessary rental adjustment.

Paragraphs 1, 2, 3, 4, 8, 10, 11, 18 and 19 is hereby deleted in its entirety and replaced as follows:

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

A total of 27,042 Rentable Square Feet of Office and related space (23,515 ANSI/BOMA Office Area (ABOA) Square Feet at Ridge Park Place, 1130 22nd Street South, Birmingham, (Jefferson County) Alabama 35205-2870, together with two (2) onsite reserved parking spaces provide at no cost to the Government.

2. TO HAVE AND TO HOLD for the term commencing on May 27, 2011 and continuing through May 26, 2021, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows";

Paragraph 3 hereby deleted in its entirety and replaced with Paragraph 19

4. The Government may terminate this lease at anytime on or after December 26, 2016, by giving at least 60 days written notice to the lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR

SIGNATURE *Ridge Park Partners, Ltd. by: Sloss Ridge Park, Inc. its general partner, by: its president Catherine S. Crenshaw* NAME OF SIGNER Catherine S. Crenshaw
ADDRESS 1130 22nd St. South, Suite 4000, Birmingham, AL 35205
IN PRESENCE OF

SIGNATURE *[Signature]* NAME OF SIGNER JACK PETERSON
ADDRESS

SIGNATURE *[Signature]* UNITED STATES OF AMERICA NAME OF SIGNER ROBERT E SCOTT
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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GSA FORM 276 (REV. 8/2006)

5. This lease may be renewed at the option of the Government, for the following terms and at the following rental:

Paragraph 5 is hereby deleted in its entirety

8. In accordance with SFO paragraph 3.2, the Tenant Improvement Allowance (TI) provided in the lease is \$38.296 per ABOA square foot rounded or \$900,530.44, which when amortized at an interest rate of 7% over 5 years, yields \$9.10 per ABOA square foot (\$7.91 RSF) rounded or \$213,978.98 per annum. The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If T/I costs exceeds \$38.29 per ABOA square foot rounded (for up to 23,515 ABOA square feet) or \$213,978.98, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$38.29 per ABOA square foot rounded or \$900,530.44 is not used, the Government will adjust the rental downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two (2) bids for work completed as part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

10. In accordance with Paragraph 4.3 (Operating Costs) the escalation base is established as \$5.10 per ABOA square foot (\$4.43 per RSF) rounded or \$119,926.50.

11. In accordance with Paragraph 4.1 (C) (Common Area Factor), the common area factor (CAF) is established as 1.15 percent rounded based on 23,515 ABOA Square Feet and 27,042 rentable square feet.

18. In accordance with the SOLICITATION FOR OFFERS 8AL2096, Paragraph 2.5 Broker Commission and Commission Credit, CBRE ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] 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 No. 8AL2096 Paragraph 2.5, only [REDACTED] of the Commission will be payable to CBRE with the remaining [REDACTED] 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.

Notwithstanding Paragraph 19, below 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 the shell rent shall commence with the first month of the rental payments and continue as indicated as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$48,450.25 minus prorated Commission Credit of [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$48,450.25 minus prorated Commission Credit of [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$48,450.25 minus prorated Commission Credit of [REDACTED] adjusted Third Month's Rent;

19. The Government shall pay the Lessor annual rent in arrears as follows:
Upon completion, inspection and acceptance of the tenant improvements, the government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

Term	Shell RSF*	Operating Cost RSF*	Tenant (RSF) Improvement *	Rate Per RSF	Rate Per ABOA	Annual Rent	Monthly Rate
05/27/11 thru 12/26/11	\$461,476.50	\$119,926.50	\$0.00	\$21.52	\$24.72	\$581,403.00	\$48,450.25
12/27/11 thru 12/26/16	\$461,476.50	\$119,926.50	\$213,978.98	\$29.41	\$33.82	\$795,381.98	\$66,281.83
12/27/16 thru 05/26/21	\$461,476.50	\$119,926.50	\$0.00	\$21.52	\$24.72	\$581,403.00	\$48,450.25

*denotes all rates shown in per annum figures

Note:
Rent for a lesser period of time shall be prorated. Annual operating rent is subject to the consumer price index escalation throughout the lease term.

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Continuation of Supplemental Lease Agreement No. 3 to Lease GS-04B-61018

Make Checks Payable to: Ridge Park Partners, LTD
1130 22nd Street South, Ste. 4000
Birmingham, Alabama 35205-2870

The following paragraph 23 is hereby added to and made part of this lease contract:

23. The Government agrees to allow the space under lease on the third floor identified as Suite 3400 the library/break room to be relocated in the building, at the lessor's expense. The plan must be of similar design and quality and approved by the government prior to relocating.

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

Initials CSC Lessor

BS Gov't