

DUPLICATE ORIGINAL

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 01/19/2011 LEASE NO. GS-04B-61018

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

whose address is 1130 22<sup>nd</sup> Street South  
BIRMINGHAM, ALABAMA 35205-2870

and whose interest in the property hereinafter described is that of Owner,

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

A total of 24,604 Rentable Square Feet (RSF) of office and related space (21,308 ANSI/BOMA Office Area (ABOA) Square Feet at Ridge Park Place, 1130 22<sup>nd</sup> Street South, Birmingham, (Jefferson County), Alabama 35205-2870. Two (2) on-site reserved parking spaces are to be provided at no extra cost to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on ~~June 1, 2011~~ through ~~May 31, 2021~~, subject to termination and renewal rights as may be hereinafter set forth.

*MAY 26, 2021*  
*REP CSC*

3. The Government shall pay the Lessor annual rent of \$\_\_\_\_\_ at the rate of \$\_\_\_\_\_ per \_\_\_\_\_ in arrears.

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

4. The Government may terminate this lease at any time on or after ~~June 1, 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.

*MAY 26, 2016*  
*REP CSC*

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

Paragraph 5 is hereby deleted in its entirety.

*CSC REP CSC*

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 8AL2096.
- B. Build out in accordance with Solicitation for Offers 8AL2096, and the Government design intents drawings. All tenant alterations to be completed within one hundred (100) working days from receipt of the Government's notice to proceed for tenant improvements. Lease term to be effective and rental to begin upon completion and acceptance of the tenant improvements in accordance with SFO 8AL2096.
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per BOMA usable square foot (USF) as noted in Paragraph 1 above, in accordance with Clause 26 (PAYMENT), GSA Form 3517, General Clauses. The lease contract and the amount for rent will be adjusted accordingly, but not to exceed the maximum BOMA usable square footage requested in the SFO Paragraph 1.1, (Amount and Type of Space).

Ridge Park Partners, Ltd.  
1130 22<sup>nd</sup> Street South  
Birmingham, AL 35205-2870

7. The following are attached and made a part hereof:


- A. Solicitation for Offers 8AL2096.
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]), 3 pages
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]), 7 pages;
- D. Pre-lease Fire Protection and Life Safety Evaluation, 4 pages;
- E. Pre-lease Building Security Plan, 6 pages;
- F. Floor Plan, attached as Exhibit A.


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

LESSOR	
LESSOR SIGNATURE BY <i>RIDGE PARK PARTNERS LTD.</i>	NAME OF SIGNER <i>Catherine S. Cranshaw</i>
ADDRESS <i>1130 22<sup>ND</sup> ST. S., Birmingham, AL 35205</i>	
IN PRESENCE OF (SIGNATURE) <i>[Signature]</i>	TITLE OF SIGNER <i>JACK PETERSON</i>
ADDRESS <i>1130 22<sup>ND</sup> ST. S., Birmingham, AL 35205</i>	
UNITED STATES OF AMERICA	
SIGNATURE <i>[Signature]</i>	NAME OF SIGNER <i>ROBERT E. SCOTT</i>
	OFFICIAL TITLE OF SIGNER <i>CONTRACTING OFFICER</i>

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 \$816,020.54, which when amortized at an interest rate of 7.0% over 5 years, yields \$9.10 per ABOA square foot rounded or \$193,898.22 per annum. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the T/I cost exceeds \$38.296 per ABOA square foot rounded (for up to 21,308 ABOA square feet) or \$816,020.54, 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 \$38.296 per ABOA square foot rounded or \$816,020.54, is not used, the Government will adjust the rental rate 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 a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.
9. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 20.93% (Based on Government occupancy of 24,604 rentable square feet and total building area of 117,554 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOA square feet stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.
10. In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$5.10 per ABOA square feet (\$4.42 per RSF) rounded or \$108,628.00.
11. In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 15% rounded based on 21,308 ABOA Square Feet and 24,604 rentable square feet.
12. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises), the adjustment is established as \$2.02 per ABOA square feet (rental reduction) for the space vacated by the Government prior to expiration of the term of the lease. The applicable space must be an area that can be segregated so that services for that space may be terminated. Said reduction shall occur after the Government gives thirty (30) calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.
13. In accordance with Paragraph 4.6 (Overtime Usage), it is established to be \$20.00 per hour for the entire leased space for HVAC and electrical overtime usage.
14. In accordance with Paragraph 4.5 (Normal Hours), hours of operation are established to be 7:00 a.m. to 6:00 p.m., Monday – Friday.
15. The lessor hereby waives restoration.
16. In no event shall the lessor enter into negotiations concerning the space leased, with representatives of Federal Agencies, other than Contracting Officers and their designated representatives of the General Services Administration.
17. Radon certification must be furnished within 30 days after award. Any corrective action must be completed within 30 days after tests are completed. Re-testing is required and results must be forwarded to the Contracting Officer.

INITIALS:

  
Lessor

  
Gov't

18. In accordance with the SOLICITATION FOR OFFERS 8AL2096, Paragraph 2.2 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 three (3) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

Notwithstanding Paragraph 18 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 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 \$60,230.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$60,230.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$60,230.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

19. The Government and the Lessor hereby agree that the current rent under the existing lease will continue to be paid until such time as the tenant improvements have been completed under the new lease referred to herein. 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 RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	RATE PER RSF	RATE PER USF	MONTHLY RENT
Years 1 -5	\$420,236.32	\$108,628.00	\$193,898.22	\$722,762.54	\$29.38	\$33.92	\$60,230.21
Years 6 -10	\$420,236.32	\$108,628.00	\$0.00	\$528,864.32	\$21.50	\$24.82	\$44,072.03

20. All fire and life safety deficiencies must be corrected prior to completion of tenant improvements and at no extra cost to the Government, as required by the SFO.

21. All handicapped accessibility deficiencies must be corrected prior to completion of tenant improvements and at no extra cost to the Government, as required by the SFO.

22. Provide 1/8 inch As-Built floor plans as required in 3.6, A8 of the SFO.

LAST ITEM

INITIALS:

CSC  
Lesser

Gov'