

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.

1

TO LEASE NO.

GS-04B-61148

DATE

12/13/2011

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ADDRESS OF PREMISES

950 22nd Street North, Birmingham, AL 35203-5306

THIS AGREEMENT, made and entered into this date by and between Birmingham-Jefferson Civic Center Authority

whose address is 2100 Richard Arrington Jr. Boulevard N.
BIRMINGHAM, AL 35203

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 shown below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 19, 2011 as follows:

1. Paragraph 3 of the lease is hereby amended as follows:

TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT	PRSF RATE	PUSF RATE
6/1/2011 - 5/31/2016	\$80,555.41	\$56,035.59	\$0.00	\$136,591.00	\$13.00	\$14.95
6/1/2016 - 5/31/2021	\$80,555.41	\$56,035.59	\$0.00	\$136,591.00	\$13.00	\$14.95

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

LESSOR

SIGNATURE

NAME OF SIGNER

ADDRESS

950 22nd Street North, Suite 200 Birmingham, Alabama 35203

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

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2. Paragraph 9 is hereby deleted in its entirety.

The rental rate set forth in paragraph 3 of this Lease agreement does not include tenant improvement costs. Upon completion of the tenant improvements, the actual cost of said tenant improvements shall be reconciled and the rent will be adjusted accordingly.

3. Paragraph 20 is hereby deleted in its entirety and replaced as follows:

In accordance with the SOLICITATION FOR OFFERS 0AL2003, Paragraph 2.3 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 3 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 \$11,382.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$11,382.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$11,382.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

Fourth Month's Rental Payment shall commence in full.

****LAST ITEM****

INITIALS:  LESSOR
GOVT

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