

LEASE NO. GS-04B-62616

Succeeding/Superseding Lease
GSA FORM L202 (October 2012)

INSTRUCTIONS TO OFFERORS: Do not attempt to complete this lease form (GSA Lease Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364-S, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Compass Bank

(Lessor), whose principal place of business is 15 20th St S, Ste 100, Birmingham, AL 35233-2011 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

15 20th St S, Ste 1100, Birmingham, AL 35233-2000

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon April 1, 2013 and continuing for a period of

5 Years, 3 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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.

[Redacted Signature]

Name: D. Troy Lindsey

Title: EVP

Date: May 7, 2013

[Redacted Signature]

Name: Robert Fetters

Title: Director

Date: May 7, 2013

FOR THE GOVERNMENT:

[Redacted Signature]

W. Justin Kidwell

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: July 10, 2013

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. **Office and Related Space:** 7,492 rentable square feet (RSF), yielding 6,630 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 11th floor(s) and known as Suite(s) 1100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 13.00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** 13 parking spaces, reserved for the exclusive use of the Government, of which 13 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM | NON FIRM TERM |
|--|---------------------|---------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$102,834.10 | \$102,834.10 |
| TENANT IMPROVEMENTS RENT ² | \$0.00 | \$0.00 |
| OPERATING COSTS ³ | \$54,123.30 | \$54,123.30 |
| BUILDING SPECIFIC AMORTIZED CAPITAL ⁴ | \$0.00 | \$0.00 |
| PARKING ⁵ | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$156,957.40 | \$156,957.40 |

¹Shell rent (Firm Term) calculation: \$13.725854 per RSF multiplied by 7,492 RSF
²The Tenant Improvement Allowance of \$N/A is amortized at a rate of N/A percent per annum over N/A years.
³Operating Costs rent calculation: \$7.224146 per RSF multiplied by 7,492 RSF
⁴Building Specific Amortized Capital (BSAC) of \$N/A are amortized at a rate of N/A percent per annum over N/A years
⁵Parking costs described under sub-paragraph H below

- B. THIS SUB-PARAGRAPH INTENTIONALLY DELETED
- C. THIS SUB-PARAGRAPH INTENTIONALLY DELETED
- D. THIS SUB-PARAGRAPH INTENTIONALLY DELETED
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. THIS SUB-PARAGRAPH INTENTIONALLY DELETED

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| FLOOR PLAN(S) | 1 | A |
| SECURITY REQUIREMENTS | 5 | B |
| GSA FORM 3517A GENERAL CLAUSES (SIMPLIFIED LEASES) | 2 | C |
| GSA FORM 3518A, REPRESENTATIONS AND CERTIFICATIONS | 4 | D |

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)~~ INTENTIONALLY DELETED

1.09 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012)~~ INTENTIONALLY DELETED

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 2.60 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 7,492 RSF by the total Building space of 287,998 RSF.

1.12 ~~ESTABLISHMENT OF TAX BASE (JUN 2012)~~ INTENTIONALLY DELETED

1.13 OPERATING COST BASE (AUG 2011)

The parties agree that the Lessor's rate for operating costs shall be \$7.224146 per RSF (\$54,123.30/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.92 per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$65.00 per hour for the entire Space.

1.16 ~~24-HOUR HVAC REQUIREMENT (APR 2014)~~ INTENTIONALLY DELETED

1.17 ~~BUILDING IMPROVEMENTS (SEP 2012)~~ INTENTIONALLY DELETED