

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 37	TO LEASE NO GS-04B-45056	DATE 02/19/2010	PAGE 1 of 54
ADDRESS OF PREMISES 8 <sup>th</sup> Avenue & 14 <sup>th</sup> Street, Birmingham, AL			

**THIS AGREEMENT**, made and entered into this date by and between Rainier Birmingham GSA LeaseCo, LLC

whose address is 13760 Noel Road, Suite 800  
Dallas, TX 75240

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

**WHEREAS**, the parties hereto desire to amend the above referenced Lease contract as indicated below.

**NOW THEREFORE**, these parties for the considerations' hereinafter mentioned covenant and agree that the said Lease is amended effective December 7, 2009, as follows:

This Supplemental Lease Agreement (SLA) No. 37 has been prepared to issue acceptance and Notice to Proceed of the Lessor's proposals, indicated in Exhibit "A" attached to this SLA, in the total amount of **\$808,816.00**, for the following PSC Numbers: 210 and 211. The IGEs have been received and the cost has been determined to be fair and reasonable.

Payment will be due only for items which are listed in the Statement of Work, Exhibit "A" attached to this SLA or requested in writing by the Contracting Officer."

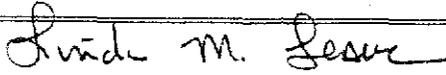
The Lessor will be issued a lump sum payment upon completion, inspection and acceptance of the work required in the Statement of Work by the Government. Payment is predicated on receipt of this signed SLA and a certified invoice at the time of work completion. All invoices shall be sent to: U. S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181. The Payment Document Code Nos. are PS \_\_\_\_\_ in the amount **\$808,816.00** must be included with payment submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government.

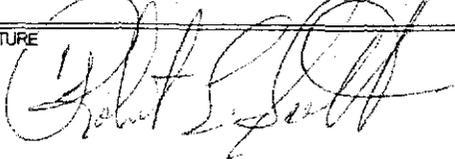
The Lessor hereby waives restoration for all areas affected by this alteration.

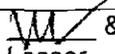
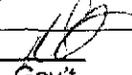
In the event of any conflict between the offer dated November 23, 2009 from Rainier (the "Offer") and the remainder of this SLA, the Offer shall take precedence and control. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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

SIGNATURE 	LESSOR	NAME OF SIGNER J-Kenneth Durr
ADDRESS 13760 NOEL Rd, #800 Dallas, TX 75240		Date: 2/18/10

IN PRESENCE OF		
SIGNATURE 		NAME OF SIGNER LINDA M. LEAV
ADDRESS 13760 NOEL Rd, #800 Dallas, TX 75240		Date: 2/18/10

UNITED STATES OF AMERICA		
SIGNATURE 		NAME OF SIGNER ROBERT E. SCOTT
		OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
		Date:

 &   
Lessor Gov't

**SUPPLEMENTAL LEASE AGREEMENT CONTINUED**

SUPPLEMENTAL LEASE AGREEMENT NO.  
37

TO LEASE NO.  
GS-04B-45056

DATE  
01/08/2010

PAGE  
2 of 54

GSA represents that unescorted work, as defined in Exhibit "A" at Section 2L, page 32, is not anticipated to be required to perform the Statement of Work, but that in the event such security is implemented during the performance of this work, the schedule shall be adjusted to accommodate time necessary for the Government to issue required badges or security clearances.

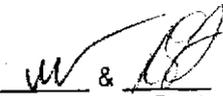
In the event any material specified in PSC Number 210 and 211 are no longer available, Lessor shall submit an alternative or substitute to be approved by GSA, and such approval will not be unreasonably withheld or delayed. The Lessor and its contractor shall not responsible for materials that are no longer available.

Notwithstanding anything to the contrary, the work shall be completed on or before August 17, 2010 (the "Completion Date") provided this SLA is executed and delivered to the Lessor on or before February 15, 2010, as shown on the schedule dated January 14, 2010, as revised on February 9, 2010. Delivery and execution of this SLA after February 15, 2010 shall result in a corresponding day for day adjustment in the Completion Date.

Attachments to this SLA are as follows:

1. GSA December 7, 2009 Letter providing interim "Notice to Proceed" (1 page);
2. Offer of Rainier dated November 23, 2009 (2 page letter with more recently revised PSC #211 consisting of 4 pages and #210 consisting of 8 pages attached); and
3. Exhibit "A" entitled Statement of Work (Revised) consisting of 37 pages.

\*\*\*\*THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*

  
Lessor & Gov't