

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 7 TO LEASE NO. GS-04B-50113 DATE 02/02/2012 PAGE 1 of 2

ADDRESS OF PREMISES  
505 20<sup>th</sup> Street North, Birmingham, AL 35203-2605

THIS AGREEMENT, made and entered into this date by and between FBC, LLC

whose address is 505 20<sup>th</sup> Street, Suite 700  
Birmingham, AL 35203-2605

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 indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 24, 2011 as follows:

Paragraph 1, 2, 4, 8, 9 and 10 is hereby deleted in its entirety and replaced with the following:

**1. LOCATION AND SQUARE FOOTAGE:**

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

A total of 48,342 rentable square feet (RSF) of office and related space, which yields 42,233 ANSI/BOMA Office Area square feet (ABOA) of office and related space, which consist of the blocks as indicated below, on the 3rd, 4th, and 5th floors in the Financial Center located at 505 - 20<sup>th</sup> Street North, Birmingham, (Jefferson County) AL 35203-2605 along with Thirty (30) on site (which includes reserved) parking spaces, to be used for such purposes as determined by the General Services Administration.

BLOCKS	AGENCY	RENTABLE SQ. FT.	ANSI/BOMA SQ. FT.	ASSIGNED PARKING
Block A	[REDACTED]	18,026	15,649	3
Block B		2805	2,439	1
Block C		6,865	5,954	2
Block D		18,076	15,699	4
Block E		599	521	2
Block F		858	858	2
Block G		1,049	1,049	4
Block H		0	0	12
Block I		64	64	0
<b>TOTALS</b>		<b>9</b>	<b>48,342</b>	<b>42,233</b>

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

LESSOR

SIGNATURE [Signature] NAME OF SIGNER R. A. SCHLESSELSER  
 ADDRESS 505 N. 20<sup>th</sup> ST., SUITE 700 BHM, AL 35203

IN PRESENCE OF

SIGNATURE [Signature] NAME OF SIGNER LUCY ANNIB  
 ADDRESS 505 N. 20<sup>th</sup> ST., SUITE 700 BHM, AL 35203

SIGNATURE [Signature] NAME OF SIGNER Robert E. Scott  
 OFFICIAL TITLE OF SIGNER Contracting Officer

**2. TERM:**

TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning on July 24, 2011 through July 23, 2014. Under no circumstances shall the firm term of this lease extend beyond July 23, 2012

**4. TERMINATION NOTICE:**

The Government may terminate this lease [in whole or in part] at any time on or after July 23, 2012 upon 90 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.

**8. The Government shall pay the lessor annual rent for the entire term, in arrears, as follows:**

BLOCKS	AGENCY	RENTABLE SQ. FT.	ABOA SQ. FT.	SHELL RATE	OPERATING COST	ANNUAL RENT	PRSF	MONTHLY RENT	PK
Block A		18,028	15,649	\$269,895.63	\$72,280.74	\$342,195.37	\$18.98	\$28,516.28	3*
Block B		2,805	2,439	\$41,888.64	\$11,250.08	\$53,246.72	\$18.98	\$4,437.23	1*
Block C		5,869	5,854	\$102,789.78	\$27,536.97	\$130,332.75	\$18.98	\$10,881.06	2*
Block D		16,074	15,659	\$270,647.72	\$72,501.21	\$343,146.93	\$18.98	\$28,585.74	4*
Block E		599	521	\$8,970.89	\$2,403.13	\$11,374.14	\$18.98	\$947.85	2*
Block F		858	858	\$12,848.72	\$3,481.38	\$16,268.10	\$18.98	\$1,357.34	2*
Block G		1,048	1,048	\$15,768.34	\$4,207.47	\$19,974.91	\$18.98	\$1,669.50	4*
Block H		Parking Only	N/A	N/A	N/A	See Below	\$105.00 per space	See Below	12*
Block I		64	64	N/A	N/A	N/A	N/A	N/A	8*
<b>TOTALS</b>	<b>9</b>	<b>48,342</b>	<b>42,233</b>	<b>\$722,800.00</b>	<b>\$193,640.00</b>	<b>\$916,500.00</b>	<b>\$18.98</b>	<b>\$76,375.00</b>	<b>30*</b>

TERM	ANNUAL RENT	MONTHLY RENT	Type Space
07/24/2011 thru 07/23/2014	\$916,500.00	\$76,375.00	Office and Related Space
07/24/2011 thru 07/23/2014	\$36,000.00	\$3,000.00	* 30 Parking Space (\$1000.00 p/space p/a)
Composite Rate	\$952,500.00	\$79,375.00	

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**FCB, L.L.C., 505 - 20<sup>th</sup> Street North, Birmingham, AL 35203-2605**

**9. PERCENT OF OCCUPANCY:** The Government occupies 48,278/311,201 rentable square feet (15.513% or 1.15513).

**10. OPERATING COST:** The base rate for operating costs is established at \$4.01 per rentable square foot Totaling (48,342 rsf - 64 sq. ft. in the Basement = 48,278 rsf) \$193,640.00) per annum.

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

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.

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INITIALS: *AS* LESSOR  
*TS* GOVT