

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>5</u>
	TO LEASE NO. <u>GS-04B-62024</u>
ADDRESS OF PREMISES 950 22 nd St N Birmingham, AL 35203-1126	PDN Number: N/A

THIS AMENDMENT is made and entered into between Birmingham – Jefferson Civic Center Authority whose address is: 2100 Richard Arrington Jr. Boulevard North, Birmingham, AL 35203-1101

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

WHEREAS, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 8, 2013 as follows:

- I. This Lease Amendment (LA) No. 5 has been prepared to increase the square footage to **1,575** rentable square feet yielding **1,370** ANSI/BOMA Office Area ABOA and 2 (two) structured space / 5 (five) surface space. Adjust the annual cost to pay shell, operating, and Tenant Improvement on a total of **1,575** rentable square footage / **1,370** ANSI/ BOMA Office Area ABOA. Tenant Improvement has been inspected and accepted as of April 8, 2013.

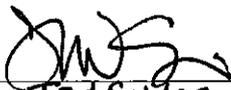
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This Lease Amendment contains 2 pages.

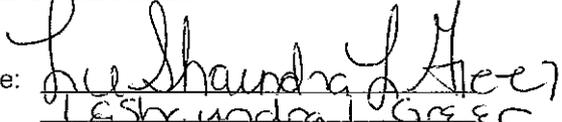
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

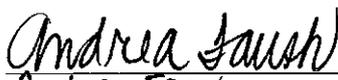
FOR THE LESSOR:

Signature: 
Name: Tad Snider
Title: Executive Director
Entity Name: Birmingham-Jefferson Civic Center Authority
Date: May 1, 2013

FOR THE GOVERNMENT:

Signature: 
Name: LeShandra L. Greer
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: May 14, 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Andrea Faush
Title: _____
Date: May 1, 2013

1.03 Rent and Other Considerations – Succeeding (APR 2011)

	December 17, 2012-April 7, 2013		APRIL 8, 2013-APRIL 7, 2018		APRIL 8, 2018-DECEMBER 17, 2022	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
BLOCK A SHELL RENTAL RATE	\$9,554.34	\$8.67	\$13,655.25	\$8.67	\$13,655.25	\$8.67
TENANT IMPROVEMENTS RENTAL RATE*	0.00	0.00	\$11,284.72	\$7.164902	\$0.00	\$0.00
BLOCK OPERATING COSTS*	\$5,873.66	\$5.33	\$8,394.75	\$5.33	\$8,394.75	\$5.33
BUILDING SPECIFIC SECURITY COSTS	N/A	N/A	N/A	N/A	N/A	N/A
FULL SERVICE RATE	\$15,428.00	\$14.00	\$33,334.72	\$21.16	\$22,050.00	\$14.00

²The Tenant Improvement Allowance of \$47,491.74 is amortized at a rate of 7 percent per annum over 5 years.

1.14 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$47,491.74 total amount (\$34.665503 per ABOA). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 7 percent.

Except as modified in this agreement, all terms and conditions of the Lease shall remain in the full force and effect, and in the event that any of the terms and conditions of the agreement conflict with the 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: TS & LA
LESSOR & GOV'T