

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 35	TO LEASE NO GS-04B-45056	DATE 09/18/2009 <i>16</i>	PAGE 1 of 2
ADDRESS OF PREMISES 8 th Avenue & 14 th 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 Lease to establish the Building Manager and Management Clause.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 16, 2009, as follows:

The subject lease contract is hereby amended to add the following:


22. MANAGER AND MANAGEMENT AGREEMENT

(a) Landlord will arrange for professional management services to provided for the Premises by appointing its affiliate, Rainier Properties LP ("LP"), as agent for Landlord to subcontract out property management services to a third party management company as more fully set forth in the agreement between LP and Landlord dated as of the date hereof. As of the date hereof, LP is subcontracting with CB Richard Ellis (the "Manager") to provide property management services for the Premises in accordance with Property Management Agreement between LP and CB dated as of the date hereof (the "Management Agreement"). The Premises shall be operated and maintained in accordance with the terms of this Lease as set forth in the Management Agreement and the Manager shall be provided a copy of the Lease. The Management Agreement shall at all times be subject and subordinate to the terms of this Lease and in the event of any conflict between this Lease and the Management Agreement with respect to the performance of services required hereunder, the terms and provisions of this Lease shall control. The Manager and each other party to the Management Agreement shall each agree that the Tenant shall be a direct third party beneficiary of the Management Agreement, with express rights to enforce the terms and provisions thereof against the Manager.

Continued on Page 2

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

LESSOR

SIGNATURE 	NAME OF SIGNER J. Kenneth Dunn, President
ADDRESS	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Linda M. Leovic
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER ROBERT E. SCOTT
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

(b) In the event that there shall be any material default in the performance obligations of the Manager under the Management Agreement, and such default shall not be cured or remedied within the time periods required under the Lease or if Manager demonstrates a persistent weakness in performance after notice and an opportunity to cure defects in performance, Tenant may direct the Landlord to terminate the Management Agreement. In such event, Landlord hereby covenants and agrees:

(1) Landlord shall, in no event later than forty-five (45) days after the date of Tenant's direction notice, terminate the Management Agreement and propose to Tenant a replacement Manager and provide Tenant with such information concerning such proposed replacement Manager as Tenant shall reasonably request to demonstrate such replacement Manager's capacity to perform the management services required under this Lease. Tenant shall disapprove such replacement Manager within ten (10) days after designation thereof by Landlord to Tenant and, if such replacement Manager is not disapproved within such ten (10) day period, Landlord shall enter into, with said replacement Manager a new management agreement substantially in the same form as the Management Agreement, which management agreement shall become the Management Agreement for all purposes hereunder;

(2) Landlord shall furnish to Tenant a fully executed copy of such new Management Agreement; and

(3) Landlord shall continuously and at all times during the Term provide all services, utilities, repair and maintenance pursuant to the provisions of this Lease, even if not provided by Manager.

All other terms and conditions remain in full force and effect.

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