

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 40	TO LEASE NO. GS-04B-45056	DATE 06/10/2010	PAGE 1 of 2
--	------------------------------	--------------------	----------------

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 Lease contract as indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective June 10, 20010, as follows:

This Supplemental Lease Agreement (SLA) No. 40 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 [REDACTED], for the following Employee Entrance Heating Corrections. The IGE's 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 Scope 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 Scope 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 [REDACTED] in the amount [REDACTED] must be included with payment submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government."

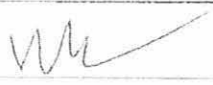
The Lessor hereby waivers of restoration for all areas affected by this alteration.

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.


*This SLA No. 40 SPECIFICALLY EXCLUDES any increase in operating expense associated with the work being performed & IS SUBJECT to AN OPERATING cost increase to be AGREED UPON BY LESSOR & the Government.*

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


LESSOR

SIGNATURE 	NAME OF SIGNER T. Kenneth Dunn
ADDRESS 13760 NOEL RD. #800 DALLAS, TX 75240	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Linda Leach
ADDRESS 13760 NOEL RD. #800 DALLAS, TX 75240	

UNITED STATES OF AMERICA

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]