

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 13

11/19/2007

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B-45056

ADDRESS OF PREMISES 8<sup>th</sup> Avenue & 14<sup>th</sup> Street  
Birmingham, AL

THIS AGREEMENT, made and entered into this day by and between:  
8<sup>th</sup> & 14<sup>th</sup>, L.L.C. (the Lessor)

Whose address is: 4200 West Cypress Street  
Suite 444  
Tampa, FL 33607-4168

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

WHEREAS, the parties hereto desire to amend the above lease (the Lease).  
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant  
and agree that the said Lease is amended, as follows:

This Supplemental Lease Agreement (SLA) No. 13 documents the Tenant Improvement Allowance (TIA)  
settlement for the Lease in the amount of \$29,903,070.00 (the Settlement Amount). The Settlement Amount is  
based on the original 100% construction drawing documents dated 2/23/07, and specifically excludes  
the following:

- (1) change orders identified and/or approved subsequent to said set of drawings; and
  - (2) increased operating expenses, including but not limited to increased maintenance and insurance costs  
directly associated with the portion of the Settlement Amount exceeding the TIA amortized into the rent.
- All such subsequent change orders or increased operating expenses shall be negotiated and compensated or  
documented under separate SLAs.

All of the Settlement Amount over and above the TIA amortized in the rent pursuant to the Lease in the amount  
of \$17,220,970.00, or a net total of \$12,682,100.00, shall be reimbursed to the Lessor via lump sum payment or  
progress payment. As of the date appearing above on this SLA, GSA has made two (2) progress payment  
applications totaling \$7,798,003.00 to the Lessor. A third progress application for payment dated 11/6/07 in the  
amount of \$1,457,012.00 has been field verified for accuracy, and GSA is processing this payment to the Lessor  
under SLA No. 12. The balance of the Settlement Amount due in the amount of \$3,427,085.00 shall be paid by  
GSA to the Lessor over future progress payment draws or upon substantial completion of the building.

\*\*\*\*\*End of SLA #13\*\*\*\*\*

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  
above date.

LESSOR  
8<sup>th</sup> & 14<sup>th</sup>, L.L.C.

By  
(Signature)

IN PRESENCE OF

(Title) Vice President

UNITED STATES OF AMERICA

By  
(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)