

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 36	TO LEASE NO. GS-04B-45056	DATE 09/18/2009	PAGE 1 of 4
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 revise the Subletting and Assignment, Notice of Remedies and the Damage by Fire or Casualty General Clauses.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 18, 2009, as follows:

The purpose of the Supplemental Lease Agreement (SLA) No. 36 is to amend Paragraphs No. 2, 16, and 17 of the GSA Form 3517, General Clause, dated 12/03.

Clause Number 2, entitled, Subletting and Assignment is hereby deleted in its entirety and is replaced with the following:

2. Subletting and Assignment Clause (Revised)

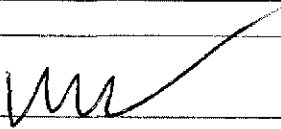
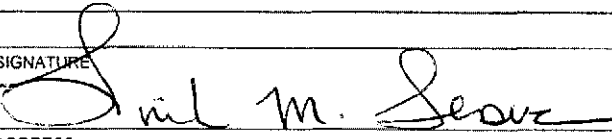
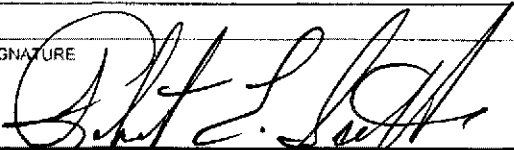
2. The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease but shall not be relieved from its obligations to Lessor under this lease.

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

Continuation on Pages 2, 3, and 4

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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 Lisa M. Leach
ADDRESS	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER ROBERT E. SCOTT
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

Clause Number 16, entitled, Default by Lessor During the Term is hereby amended to add the following:

(c) NOTICE OF EXERCISE OF REMEDIES: OFFSET; OPPORTUNITY TO CURE

In the event of any circumstance which would permit the Government to terminate this Lease, or in the event the Government would have the right to offset or reduce rent pursuant to these clauses or any other provision of this Lease, no termination, reduction or offset will be taken by the Government unless both the current first mortgagee of which the Government has notice and the Lessor are provided with thirty (30) days written notice of such event or proposed rental reduction or offset together with the opportunity to cure or eliminate same within thirty (30) days of the receipt of notice thereof from the Government; provided, however, that if such default is not reasonably capable of cure within such time period, such current first mortgagee shall commence the cure of such default within such thirty (30) day period, shall thereafter diligently pursue such cure to completion and shall be afforded such additional time in the Government's reasonable discretion as shall be necessary to effect such cure considering the nature and scope of the default or event giving rise to the right to offset or reduce rent or terminate this Lease. Notwithstanding the foregoing, Lessor has a maximum cure period of 120 calendar days to cure, provided that such period may be extended in the reasonable discretion of the Contracting Officer. It shall be Lessor's obligation to provide the Government with the current name and address of the first mortgagee. Failure of the Government to provide such notice to the first mortgagee shall only require Government to rescind any action it took without such notice and shall not subject Government to any further liability. In the event of a bona fide emergency, the Government has the right to take immediate corrective action without providing such opportunity to cure, with notice to the Lessor and the first mortgagee as soon as is practicable thereafter. The remedies provided herein are not exclusive and are in addition to any other remedies which may be available under this lease or in the law, and the limitations set forth herein shall not be deemed to preclude the Government from pursuing such remedies, nor for proceeding under the Contract Disputes Act to recover any amount which may have been expended by the Government in accordance with the provisions of this paragraph but which exceed such limitations on offset or reduction of rent, provided that in pursuing any such remedy that permits the Government to terminate the lease or reduce or offset rent, the Government shall provide the notice and other such rights described herein.

Clause Number 17, entitled, Fire and Casualty Damage is hereby deleted in its entirety and is replaced with the following:

17. Fire and Casualty Damage

- (a) If the entire premises are destroyed by fire or other casualty, this Lease will immediately terminate; provided, however, that this Lease shall not be terminated by the Government if the Lessor certifies in writing within fifteen (15) days after the incident of such fire or other casualty that the space is capable of being repaired and the premises restored to tenantable condition within one hundred (300) days of the date of such certification by the Lessor. If the Lessor shall deliver such certification, then (i) the Lessor shall, within forty-five (45) days, diligently commence the repair or restoration of the entire leased premises to a tenantable condition and complete such repair or restoration within three hundred (300) days subject only to Excusable Delays as determined by the Government. (ii) the rent during the period of destruction or damage shall be wholly abated effective from the date of such destruction or damage, (iii) the Government shall reoccupy the premises upon completion of such repairs or restoration.

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GOVT

- (b) In the case of partial destruction or damage, so as to render the premises completely untenable, as reasonably determined by the Government, then the Lessor shall undertake the repair or restoration of the premises as set forth in, and subject to the terms of (a) above.
- (c) In the event of a partial destruction or damage that renders a part of the premises untenable, as reasonably determined by the Government, the (i) the Lessor shall, within forth-five days, diligently commence the repair or restoration of said portion of the leased premises to the condition in which said portion of the premises existed immediately before such destruction or damage and complete such repair or restoration within three hundred (300) days subject only to Excusable Delays as determined by the Government. (ii) the rent during the period of partial destruction or damage shall be proportionately abated during the period that such part of the premises is untenable effective from the date of such partial destruction or damage and; (iii) the Government shall reoccupy such part of the premises upon completion and acceptance of such repairs or restoration by the Government. During such time as the Lessor shall be repairing or restoring such part of the premises, rent shall not abate on any space not affected by such partial destruction or damage.
- (d) As soon as practicable after a complete or partial destruction or damage to the premises, but in no event more than thirty (30) days thereafter, the Lessor shall provide to the Government a schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for repair or restoration of the premises, with the Government's approval not to be unreasonably withheld.
- (e) Nothing in this Lease shall be construed as relieving the Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.
- (f) In the event of a fire or other casualty which renders all or a portion of the leased premises untenable, but with respect to which the Lease is not terminated and the leased premises will be repaired and restored and the Government will reoccupy the premises as provided in subparagraphs (a), (b), or (c) above, Lessor shall reimburse the Government for reasonable moving and temporary relocation costs and expenses (which shall not include any rental expense to provide temporary space other than rental costs in excess of the rent abated as a result of the fire or other casualty, but shall include all other third party costs incurred by the Government to provide temporary replacement space for the tenant agency occupying the leased space until such space has been repaired and is again ready for Government occupancy) the Government may incur in connection with the casualty affecting the leased premises, Lessor shall carry "extra expense coverage" or a similar type endorsement to its fire and casualty insurance policy in an amount of two million (\$2,000,000) dollars which will be available to reimburse the Government for various costs and expenses associated with the casualty, including reasonable moving and temporary relocation costs and other expenses the Government may incur in connection with a casualty affecting the leased premises.

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

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The lessor hereby agrees to provide the following study at no additional cost to the Government:

As additional consideration, the Lessor will provide a credit toward the work outlined in PSC #210 and #211 in the amount of [REDACTED] with the work being completed through the Lessor. In the event the work is not completed through the Lessor and otherwise by an outside contractor, then Lessor shall pay [REDACTED] toward the work completed upon receipt of invoices, lien waivers and any other documentation reasonably showing that the work has been completed. The GSA contracting officer may reasonably direct the Lessor as to how the credit will be handled provided the credit pertains to PSC #210 and 211.

Additionally, the Lessor shall promptly engage a consultant to provide a study of the sound attenuation in break rooms, private offices, conference rooms and interview rooms which study shall be completed within ninety (90) days of the change of ownership.

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

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INITIALS:

[Handwritten initials]
LESSOR
GOVT