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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT NO. 29 | DATE 01/21/2009 |
| TO LEASE NO. GS-04B-45056 | | |
| ADDRESS OF PREMISES 8 th Avenue & 14 th Street Birmingham, AL | | |
| THIS AGREEMENT made and entered into this date by and between 8 th & 14 th , L.L.C. 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. NOW THEREFORE, these parties for the considerations hereinafter mentioned, covenant and agree that the said Lease is amended as follows: <div style="margin-left: 40px;"> <p>This Supplemental Lease Agreement (SLA) No. 29 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 \$511,554.00, for the following PSC numbers: 66, 73, 75, 77, 98, 105, 106, 110, 111, 113, 120, 122, 123, 124, 127, 129, 133, 136, 137, 139, 142, 144, 145, 146, 151, 153, 154, 155, and 162. The IGEs have been received and the cost has been determined to be fair and reasonable.</p> <p>Payment will be due only for items which are listed in the Scope of Work, Exhibit "A" and Exhibit "B" attached to this SLA or requested in writing by the Contracting Officer."</p> <p>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 No. PS0012177 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."</p> <p>The Lessor shall approve a waiver of restoration for all areas affected by this alteration.</p> <p>***** Last item of SLA #29 *****</p> </div> <p>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.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> | | |
| LESSOR: 8th & 14th, L.L.C. BY <u>R. Duane Wood</u> (Signature) <u>R. Duane Wood</u> (Title) <u>Vice President</u> IN PRESENCE OF <u>Kurt Hensley</u> (Signature) <u>3344 Peachtree Road NE</u> (Address) <u>Suite 1650</u> <u>Atlanta, GA 30326</u> | | |
| UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION BY <u>[Signature]</u> (Signature) _____ Contracting Officer _____ (Official Title) | | |

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