

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B- 61027	DATE 9/17/2012	PAGE 1 of 2
ADDRESS OF PREMISES Medical Forum, 950 22 nd Street, North, Suite 779, Birmingham, AL 35203-1126			

THIS AGREEMENT, made and entered into this date by and between Birmingham Jefferson Civic Center Authority

whose address is 2100 Richard Arrington Jr. Boulevard North, Birmingham, AL 35203-1126

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 April 1, 2012, as follows to reflect commission credit to GSA over 3 months in lieu of 2 months:

Page 2, Item B, Term, is hereby deleted in its entirety and replaced as follows:

To have and to hold, for the term commencing on April 1, 2012 and continuing through March 31, 2022 inclusive. The Government may terminate this lease, in whole or in part, at any time on or after April 1, 2017, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Attachment J is hereby modified as follows:

ATTACHMENT J TO GS-04B-61027 -RENTAL RATE SCHEDULE

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows based on 1,044 RSF and 900 Usable Sq.ft. (OASF):

Term	Annual Rent	Rate per RSF	Rate per OASF — T/I	Monthly
Firm Term: 4/1/12 – 3/31/17	\$ 25,400.52	\$24.33	\$28.22 --\$7.59*	\$2,116.71
Remaining Term: 4/1/17 – 3/31/22	\$ 17,476.56	\$16.74	\$19.42 - \$0	\$1,456.38

-For the firm term, the Government's annual rental payment of \$25,400.52 (\$ 24.33 per RSF) includes: annual shell rent of \$13,105.12 (\$12.55 per RSF), annual TI amortization of \$6,824.84 (\$ 6.54 per RSF / \$7.59 PUSF*), and annual operating rent of \$5,470.56 (\$ 5.24 per RSF). Note: There is no additional charge for parking. Three reserved parking spaces are included as a part of the lease. *The total TI allowance shall be \$28,722.33 (\$31.9137 based on 900 ABOASF), to be amortized at 7% over a period of 5 years for a total amortized TI cost of \$6,824.84 p/a (\$ 6.545 PRSF/ \$7.589856 PUSF rounded to \$7.59).

-For the remaining term, the Government's annual rental payment of \$17,476.56 (\$16.74 per RSF) includes: annual shell rent of \$12,006.00 (\$11.50per RSF), and annual operating rent of \$5,470.56 (\$5.24per RSF) as adjusted by CPI. Note: There is no additional charge for parking.

***** Continued on Page 2 of 2 *****

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

LESSOR

SIGNATURE Birmingham Jefferson Civic Center Authority

NAME OF SIGNER

ADDRESS 2100 Richard Arrington Jr. Blvd Birmingham, Alabama 35203

IN PRESENCE OF

SIGNATURE Andrea Faush

NAME OF SIGNER

Andrea Faush

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE Leshandra Greer

NAME OF SIGNER

LESHAUNDA GREER, CONTRACTING OFFICER

OFFICIAL TITLE OF SIGNER

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GSA FORM 276 (REV. 8/2006)

SUPPLEMENTAL LEASE AGREEMENT No. 4 -- continued (Page 2 of 2)

TO LEASE NO.
GS-04B- 61027

DATE

9/17/2012

ADDRESS OF PREMISES

Medical Forum, 950 22nd Street, North, Suite 779, Birmingham, AL 35203-1126

Commission agreement: The Lessor and the Broker have agreed to a cooperating succeeding lease commission of **10%** of the firm term value of this lease. The total amount of the commission is **██████████**. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego **██████████** of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is **██████████**. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The **██████████** balance which equates to **██████████** is to be paid to the broker as follows: One hundred percent (100%) is due and payable within 30 days after lease award.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent.

First Month's Rental Payment of \$2,116.71 minus the prorated Commission Credit of **██████████** equals the adjusted First Month's Rent of **██████████**

Second Month's Rental Payment of \$2,116.71 minus the prorated Commission Credit of **██████████** equals the adjusted Second Month's Rent of **██████████**

Third Month's Rental Payment of \$2,116.71 minus the prorated Commission Credit of **██████████** equals the adjusted Third Month's Rent of **██████████**

End of SLA4

Initials:

Lessor

Government