

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>13</u> <u>LA</u>
LEASE AMENDMENT	TO LEASE NO. GS-04B-62197
ADDRESS OF PREMISES 3rd floor at the Ridge Park Place 1130 22nd Street South Birmingham, Alabama 35205-2883	PDN Number:

THIS AMENDMENT is made and entered into between **RIDGE PARK PARTNER, LTD**

whose address is: 1130 22nd Street South, Birmingham, AL 35205-2883

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 to establish beneficial occupancy.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 14, 2013 as follows:

Paragraph 2 of the lease is hereby deleted in its entirety and replaced as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 14, 2012 through August 13, 2022, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 of the lease is hereby deleted in its entirety and replaced as follows:

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	SHELL per RSF	OP per RSF	TI per RSF	PRSF RATE	ABOASF RATE	MONTHLY RATE
08/14/2012 – 03/13/2013	\$82,839.50	\$16.68	\$4.82	\$0.00	\$21.50	\$24.73	\$6,903.29
03/14/2013 – 08/13/2017	\$87,740.35	\$16.68	\$4.82	\$1.27	\$22.77	\$26.19	\$7,311.70
08/14/2017 – 03/13/2018	\$91,593.35	\$17.68	\$4.82	\$1.27	\$23.77	\$27.34	\$7,632.78
03/14/2018 – 08/13/2022	\$86,692.50	\$17.68	\$4.82	\$0.00	\$22.50	\$25.88	\$7,224.38

*The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by 3,853 set forth in Paragraph 1 of the lease.

**The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by 3,350 ABOASF set forth in Paragraph 1 of the lease.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
RIDGE PARK PARTNERS, LTD
1130 22nd Street South
Birmingham, AL 35205-2870

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This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Catherine S. Jones
Name: Catherine S. Jones
Title: President
Entity Name: Ridge Park Partners, Ltd.
Date: By: Sigs Ridge Park, Inc.
Date: May 6, 2013

FOR THE GOVERNMENT:

Signature: LeShaundra Green
Name: LeShaundra Green
Title: Lease Contracting Officer
GSA: Public Buildings Service
Date: MAY 14, 2013

WITNESSED FOR THE LESSOR BY:

Signature: Wanda Gilmore
Name: Wanda Gilmore
Title: Administrative Asst
Date: May 6, 2013

Paragraph 4 of the lease is hereby deleted in its entirety and replaced as follows:

4. The Government may terminate this lease in whole or in part at any time on or after 08/14/2017, by giving the Lessor at least ninety (90) days' notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 9 of the lease is hereby deleted in its entirety and replaced as follows:

9. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the actual Tenant Improvements total \$21,124.95 (\$6,305.96 / ABOASF) amortized over 60 months at 6%, payable at the rate of \$1.27 per RSF (\$1.46 per ABOASF), \$408.40 monthly or \$4,900.85 annually, and is included in the annual rent payment identified in Paragraph 3 of this lease.

Paragraph 19 of the lease is hereby deleted in its entirety and replaced as follows:

19. In accordance with SFO 0AL2044, Paragraph 2.2 Broker Commission and Commission Credit, Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO No. 0AL2044 Paragraph 2.2, only [REDACTED] of the Commission less the previous amount paid of [REDACTED] leaving a net balance of [REDACTED] payable to Jones Lang LaSalle upon occupancy. The remaining [REDACTED], which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission credit.

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 eighth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Eighth Month's Rental Payment \$7,311.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's rent.

Ninth Month's Rental Payment \$7,311.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Month's rent.

All other terms and conditions of the lease shall remain in force and effect.

End of Document

INITIALS:

CST
LESSOR

&

[Signature]
GOVT