

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-61975	DATE 5/3/12	PAGE 1 of 3
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ADDRESS OF PREMISES Bank Trust Building, 150 North Royal Street in Mobile (Mobile County), Alabama 36602-3900

THIS AGREEMENT, made and entered into this date by and between **BANKTRUST**

whose address is 107 St. Francis Street, Mobile, AL 36602-3615

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows: WHEREAS, the parties hereto desire to amend the above lease to establish beneficial occupancy.

Paragraphs 1, 3, 10, 11 and 21 of the lease are hereby deleted in their entirety and replaced as follows:

"1(a) **EFFECTIVE September 10, 2011**, The Lessor hereby leases to the Government the following described premises: A total of 12,639 Rentable Square Feet (RSF) of office and related space, which yields 11,530 ANSI/BOMA Office Area square feet (USF) of space at the Bank Trust Building, 150 North Royal Street in Mobile (Mobile County), Alabama 36602-3900, including thirteen (13) surface parking spaces at no additional cost to the Government.

1(b) **EFFECTIVE September 10, 2012**, The Lessor hereby leases to the Government the following described premises: A total of 24,200 Rentable Square Feet (RSF) of office and related space, which yields 21,780 ANSI/BOMA Office Area square feet (USF) of space at the Bank Trust Building, 150 North Royal Street in Mobile (Mobile County), Alabama 36602-3900, including fifty-seven (57) reserved parking spaces at no additional cost to the Government."

*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
09/10/2011 - 09/09/2012	\$271,738.50	\$15.22	\$6.28	\$0.00	\$21.50	\$23.57	\$22,644.88
09/10/2012 - 09/09/2021	\$642,280.45	\$15.22	\$6.28	\$5.04	\$26.54	\$29.49	\$53,523.37
09/10/2021 - 09/09/2022	\$678,580.45	\$16.72	\$6.28	\$5.04	\$28.04	\$31.16	\$56,548.37
09/10/2022 - 09/09/2026	\$556,600.00	\$16.72	\$6.28	\$0.00	\$23.00	\$25.56	\$46,383.33

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

LESSOR **BANKTRUST**

SIGNATURE

NAME OF SIGNER

Michael J. Fitzhugh

Michael J. Fitzhugh

ADDRESS

107 St. Francis Street Mobile, AL 36602

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Dottie S. Quackenbush

Dottie S. Quackenbush

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

April Campbell

ROBERT E. SCOTT April Campbell

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1. The rate per ANSI/BOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

BankTrust
107 St. Francis Street
Mobile, AL 36602-3615"

- "9. In accordance with Paragraph 1.12, "Building Shell Requirements", of SFO No. 7AL2053, the shell rate is established as \$15.22 per RSF or \$16.91 per ABOASF for year 1, \$192,365.58 per annum; the shell rate is established as \$15.22 per RSF or \$16.91 per ABOASF for years 2-10, \$368,324.00 per annum; the shell rate is established as \$16.72 per RSF or \$18.58 per ABOASF for years 11-15, \$404,624.00 per annum."
- "10. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the maximum Tenant Improvement Allowance shall be \$875,477.59 (\$40.1964/ABOASF), amortized over 120 months at 7% thereby yielding an annual cost of \$121,980.45 at a rate of \$5.60 per ABOASF (\$5.04 per RSF) which is included in the annual rent payment identified in Paragraph 3 of this lease."
- "11. Pursuant to Paragraph 3.3, "Tenant Improvements Rental Adjustment", the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance. If the T/I cost exceeds \$875,477.59, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$40.1964/ABOASF or total of \$875,477.59 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted."
- "12. In accordance with Paragraph 4.1, "Measurement of Space", of SFO No. 7AL2053, the common area factor (CAF) for year 1 is established as 1.10, based on 12,639 RSF and 11,530 ABOASF; and the common area factor (CAF) for years 2-15 is established as 1.11, based on 24,200 RSF and 21,780 ABOASF."
- "13. In accordance with Paragraph 4.2, "Tax Adjustment", of SFO No. 7AL2053, the percentage of Government occupancy for year 1 is established as 52.23% (based on total building area of 24,200 RSF and the Government's occupancy of approximately 24,200 RSF); and the percentage of Government occupancy for years 2-15 is established as 100.0% (based on total building area of 24,200 RSF and the Government's occupancy of approximately 24,200 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES."
- "14. In accordance with Paragraph 4.3, "Operating Costs", of SFO No. 7AL2053, the escalation base is established as \$6.28 per RSF (\$6.98 per ABOASF), \$79,372.92 per annum for year 1 and \$151,976.00 per annum for years 2-15."

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INITIALS:  & 
LESSOR GOVT

"21. In accordance with SFO 7AL2053, Paragraph 2.6, 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 Paragraph 2.6, only [REDACTED] or [REDACTED] of the Commission, will be payable to Jones Lang LaSalle. The remaining [REDACTED] or [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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable

Notwithstanding Paragraph 3 of this Award document, 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 \$22,644.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$22,644.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$22,644.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$22,644.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent."

Fifth Month's Rental Payment \$22,644.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent."

Six Month's Rental Payment \$22,644.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Six Month's Rent."

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

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INITIALS:  LESSOR &  GOV'T