

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT (LA) No. 8	
	TO LEASE NO. GS-04B-61159	
ADDRESS OF PREMISES <b>836 15<sup>TH</sup> STREET NORTH BIRMINGHAM, AL 35203-1726</b>	PDN Number: PS0026115 PS0028669	Pages: 3

**THIS AMENDMENT** is made and entered into between **CRD USTB, LLC**, a Delaware limited liability company

whose address is: **101 25<sup>th</sup> Street North, Suite 105  
Birmingham, AL 35203-4345**

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 12, 2014, as follows:

**A.** The Lessor's address is hereby amended as follows:

**Former Address:**

1904 First Avenue North, Suite 300  
Birmingham, AL 35203-4065

**New Address:**

101 25<sup>th</sup> Street North, Suite 105  
Birmingham, AL 35203-4345

**B.** The following SF-2 paragraphs, as amended in Supplemental Lease Agreement (SLA) No. 1, are deleted in their entirety and replaced as follows in order to establish the effective date of the Lease for the purpose of commencing rent:

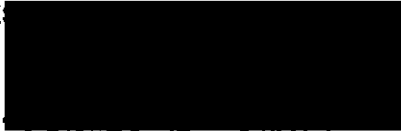
"1. The Lessor hereby leases to the Government the following described premises:

A total of 83,676 rentable square feet (RSF) of office and related space, yielding 75,434 ANSI/BOMA Office Area square feet (ABOASF), along with two-hundred fifty (250) on-site, reserved parking spaces at no additional cost to the Government located at 836 15<sup>th</sup> Street North, Birmingham (Jefferson County), Alabama 35203-1726."


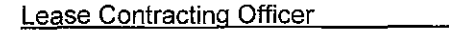
All other terms and conditions of the lease shall remain in force and effect.

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

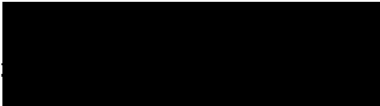

**FOR THE LESSOR:**

Signature:   
Name: ROBERT M. SIMON  
Title: MANAGER  
Entity Name: CRD USTB, LLC  
Date: 12.15.14

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: Lease Contracting Officer  
Entity Name: GSA, Public Buildings Service  
Date: 12/16/2014

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name:   
Title: Vice President  
Date: 12/15/14

“2. **TERM:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 12, 2014 and continuing for a period of fifteen (15) years, fifteen (15) years firm through December 11, 2029 to be used for such general office purposes as determined by GSA.”

“3. **RENTAL RATES:**

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

	12/12/2014 – 12/11/2019	12/12/2019 – 12/11/2024	12/12/2024 – 12/11/2029
	Annual Rent	Annual Rent	Annual Rent
Shell Rent	\$1,288,740.35	\$1,417,601.39	\$1,559,218.58
Tenant Improvements Rent	\$384,779.65	\$384,779.65	\$0.00
Operating Costs	\$472,769.40	\$472,769.40	\$472,769.40
Parking	\$0.00	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$2,146,289.40</b>	<b>\$2,275,150.44</b>	<b>\$2,031,987.98</b>

Per rentable square foot (RSF) and ANSI/BOMA Office Area square foot (ABOASF) rates are determined by dividing the annual rental by the rentable and ABOA square footages set forth in Paragraph 1.

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

**CRD USTB, LLC**  
101 25<sup>th</sup> Street North, Suite 105  
Birmingham, AL 35203-4345”

“9. In accordance with SFO Paragraph 1.12 (Building Shell Requirements), the annual shell rent is established as follows:

\$1,288,740.35 (\$15.40 per RSF (rounded) / \$17.08 per ABOASF (rounded)) for the period 12/12/2014 – 12/11/2019;  
\$1,417,601.39 (\$16.94 per RSF (rounded) / \$18.79 per ABOASF (rounded)) for the period 12/12/2019 – 12/11/2024;  
\$1,559,218.58 (\$18.63 per RSF (rounded) / \$20.67 per ABOASF (rounded)) for the period 12/12/2024 – 12/11/2029.”

“10. Pursuant to Paragraph 3.2 (Tenant Improvements Included in Offer), the maximum Tenant Improvement Allowance shall be \$2,761,639.00 (rounded to the nearest whole dollar) (\$36.61 per ABOASF), amortized over 120 months at 7%, payable monthly at the rate of \$32,064.97, or \$384,779.65 annually (\$4.60 per RSF (rounded) / \$5.10 per ABOASF (rounded)), and is included in the annual rent payment identified in SF-2 Paragraph 3 as amended herein.

The total Tenant Improvement cost for this project was \$16,813,195.78, which exceeds the Tenant Improvement Allowance by \$14,051,556.78. Upon substantial completion of Tenant Improvements, the Government’s inspection and acceptance of the same, and the Government’s receipt of a valid Certificate of Occupancy from the Lessor, the Government hereby agrees to reimburse the Lessor, via lump-sum payment, \$14,051,556.78. The PDN Numbers associated with this lump-sum payment are: PS0026115 (for \$13,528,846.15) and PS0028669 (for \$445,024.08 and \$77,686.55).”

“14. In accordance with SFO Paragraph 4.3 (Operating Costs), the escalation base is established as \$5.65 per RSF (\$6.27 per ABOASF (rounded)), \$472,769.40 per annum.”

“21. In accordance with SFO Paragraph 2.5 (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 for the first ten years and [redacted] of the firm term value of the Lease for the remaining five years (“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 Paragraph 2.5, only [redacted], or [redacted] of the Commission, will be payable to Jones Lang LaSalle. The remaining [redacted] or [redacted] of the Commission, 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

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LESSOR GOVT

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 period practical.

Notwithstanding SF-2 Paragraph 3 as amended herein, the shell rental payments due and owing under this Lease shall be reduced to fully recapture the 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 \$178,857.45 minus the prorated Commission Credit of [REDACTED] equals the adjusted first month's rent of [REDACTED]

Second month's rental payment of \$178,857.45 minus the prorated Commission Credit of [REDACTED] equals the adjusted second month's rent of [REDACTED]

Third month's rental payment of \$178,857.45 minus the prorated Commission Credit of [REDACTED] equals the adjusted third month's rent of [REDACTED]

Fourth month's rental payment of \$178,857.45 minus the prorated Commission Credit of [REDACTED] equals the adjusted fourth month's rent of [REDACTED]

C. The following SF-2 paragraph, as amended in SLA No. 1, is restated for the purpose of commencing rent:

"12. In accordance with SFO Paragraph 4.1 (Measurement of Space), the common area factor (CAF) is established as 1.1093, based on 83,676 RSF and 75,434 ABOASF."

D. The following paragraph from SLA No. 1 is deleted in its entirety and replaced as follows:

"9. SF-2 Paragraph 4 (Termination Notice) and SFO Paragraph 1.3 (Lease Term) are deleted in their entirety. The Lease is for a firm term of fifteen (15) years, and the Government has no right to terminate the Lease other than as set forth in GSA Form 3517B, the Lease's Lessor default clauses, or for any reason at common law or equity."

**All other terms and conditions of the Lease shall remain in force and effect. To the extent that anything contained in this LA conflicts with any term, provision, section, or covenant of the Lease, the terms and conditions of this LA shall control.**

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