

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-61085	DATE	PAGE 1 of 1
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ADDRESS OF PREMISES **600 Beacon Parkway, Suite 100, Birmingham, AL 35209-3120**

THIS AGREEMENT, made and entered into this date by and between Beacon Ridge, LLC

whose address is 2328 TENTH AVENUE NORTH
SUITE 400
LAKE WORTH, FL 33461-6607

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to give a Notice to Proceed for the tenant improvements (T/I) and state that the adjusted amount of T/I and rent will be finalized in a future supplement to the lease to coincide with the start of rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **October 31, 2012**, as follows:

Paragraph 8 of the Lease is hereby adjusted as follows:

The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$534,247.35 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 8.0% (\$10.97 PABOASF (rounded) / \$9.54 PRSF (rounded)). In accordance with Solicitation for Offers OAL2034 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly based on the following paragraph which reflects a NTP of \$378,051.71 and the T/I balance of \$156,195.64. SLA 3 or other SLA will reflect change orders, if any, and the final T/I expended with the adjustment and start of rent.

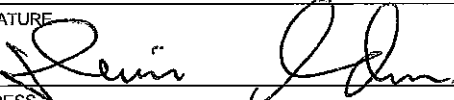
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon the Government's execution of this Supplemental Lease Agreement 2 (SLA2), and the Notice to Proceed is issued for the NOT TO EXCEED amount of **\$378,051.71** in accordance with the specifications detailed in **Exhibit 1 (T/I bids dated October 26, 2012 as revised -Scope of Work)** attached hereto by reference and made a part hereof. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as stated in **Exhibit "1" Scope of Work**. All work must be completed within 80 calendar days from issuance of this Notice to Proceed in order to achieve a completion date prior to February 1, 2013.


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

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

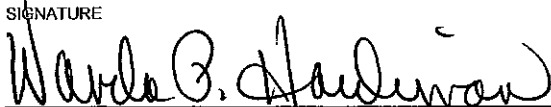
LESSOR Beacon Ridge, LLC

SIGNATURE 	NAME OF SIGNER Dennis Udwin, President
ADDRESS 2328 Tenth Avenue North, Suite 400, Lake Worth, FL 33461	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Bryan Zenclyk
ADDRESS 2328 10th Ave N # 401, Lake Worth, FL 33461	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Wanda Hardiman
	OFFICIAL TITLE OF SIGNER Contracting Officer