

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-61085	DATE 10-12-12	PAGE 1 of 2
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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 add an additional 1,218 RSF / 1,059 ABOASF and to modify the required delivery date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **September 26, 2012**, as follows:

1. Paragraph 1 of the Lease is hereby deleted in its entirety and replaced with:

A total of 13,633 rentable square feet (RSF) of office and related space, which yields 11,855 ANSI/BOMA Office Area square feet (USF) located at 600 Beacon Parkway, Suite 100, Birmingham, AL 35209-3120, together with a minimum of 70 parking spaces located on-site of the leased location to be used for such purposes as determined by the General Services Administration.

2. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with:

TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) years, five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete on or around February 8, 2013. The actual completion date and lease commencement date will be established in a Supplemental Lease Agreement.

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

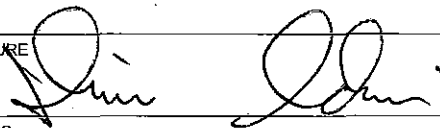
Term	Shell	Operating	TI (Rounded)	Total	Rate Per RSF	Rate Per ABOASF	Monthly Rent
2/8/13 – 2/7/18	\$153,643.91	\$71,300.59	\$129,991.32	\$354,935.82	\$26.04	\$29.94	\$29,577.98
2/8/18 – 2/7/23	\$170,685.16	\$71,300.59	\$0.00	\$241,985.75	\$17.75	\$20.41	\$20,165.48

The above annual rent is inclusive of the annual operating rental rate indicated in Paragraph 4.3 of this lease contract.

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

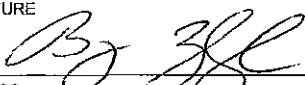
Dennis Udwin

ADDRESS

2328 Tenth Avenue North, Suite 400, Lake Worth, FL 33461

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

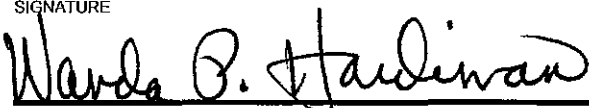
Bryan Zenadyk

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

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3. Paragraph 9 of the Lease is hereby deleted in its entirety and replaced with:

In accordance with Solicitation for Offers 0AL2034 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (11,855 ABOASF / 13,633 RSF).

4. Paragraph 10 of the Lease is hereby deleted in its entirety and replaced with:

In accordance with Solicitation for Offers 0AL2034 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 8.9% (13,633 RSF / 153,017 RSF in Building)

5. Paragraph 8 of the Lease is hereby deleted in its entirety and replaced with:

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 0AL2034 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

6. Paragraph 16 of the Lease is hereby deleted in its entirety and replaced with:

In accordance with Solicitation for Offers 0AL2034 paragraph 2.4, *Broker Commission and Commission Credit*, Studley is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission [REDACTED] percent of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the gross rental payments and continue until the credit has been fully recaptured. The total initial annual rent is \$354,935.82, which equals \$29,577.98 (rounded) per month. The commission credit will be taken over the first four (4) months of the lease term with a monthly credit of [REDACTED] commission credit divided by 4 months).

First month's rental payment of \$29,577.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$29,577.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$29,577.98 minus the prorated commission credit [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$29,577.98 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

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

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Lessor Govt