

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 4

DATE

2/18/10

TO LEASE NO.

GS-04B-47845

ADDRESS OF PREMISES: Global City Center, 149 S. Ridgewood Avenue, Daytona Beach, FL 32114

THIS AGREEMENT, made and entered into this date by and between First Bank Florida

whose address is: 701 Waterford Way, Suite 800
Miami, FL 33126

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2009, as follows:

Paragraph 1 is hereby deleted and replaced as follows: The Lessor hereby leases to the Government the following described premises: A total of 11,598 Rentable Square Feet (RSF) in lieu of 9,245 RSF of office and related space, consisting of 9,855 ANSI/BOMA Office Area Square Feet (ABOASF) in lieu of 7,855 ABOASF (there are two separate blocks of space, Block A is 645 ABOASF/763 RSF for the [redacted] and Block B is 9,207 ABOASF/10,835 RSF for the [redacted] in an existing building known as Global City Center, 149 S. Ridgewood Avenue, Volusia County, Daytona Beach, FL 32114 (5th floor for IRS and the majority of the 3rd floor, including the North Wing in lieu of 4th floor for [redacted] and [redacted]; Suite Nos. to be determined.

Paragraph 3 is hereby deleted and replaced as follows:

TERM	ANNUAL RENT	RATE PER PRSF	RATE PER ABOASF	MONTHLY
07/01/10 - 06/30/15	\$359,074.08	\$30.96	\$38.44	\$29,922.84
07/01/15 - 06/30/20	\$279,163.86	\$24.07	\$28.33	\$23,263.66

Continued on page 2 of 2

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 above date.

LESSOR First Bank Florida

BY

Justin McCarthy
(Signature)

Authorized Official

IN PRESENCE OF

[Signature]
(Signature)

(Address)

UNITED STATES OF AMERICA

BY

James W. Murphy
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

Paragraph 10 is deleted in its entirety and replaced as follows:

The rent rate in Paragraph 3 above for the period 7/1/10 - 6/30/15 includes all Tenant Improvements which are \$34.22 ABOASF, or \$337,238.10 amortized at an interest rate of 8% over 5 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings (DID's) provided by the Government. If the T/I cost exceeds \$34.22 ABOASF (for up to 9,655 ABOASF divided into 2 blocks of 648 ABOASF (\$22,174.56 T/I) and 9,207 ABOASF (\$315,063.54 T/I) and should be separated for purposes of obtaining T/I bids, the balance due the Lessor, if any, will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$34.22 ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (2) bids for work to be completed as a part of the initial tenant alterations. No shell items are to be included. In accordance with the Rate Structure, Attachment '1', the shell cost is established as \$18.92 ABOASF/\$16.07 RSF. In accordance with the Rate Structure, Attachment '1', the amortized portion of the T/I allowance is established as \$8.33 ABOASF / \$7.07 RSF.

Paragraph 12 is hereby deleted in its entirety and replaced as follows:

In accordance with Paragraph 3.4 (Tax Adjustment), the percentage of Government Occupancy is established as 28.9% (based on 40,135 RSF and the Government's occupancy of 11,588 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 3517, GENERAL CLAUSES.

Paragraph 14 is hereby deleted in its entirety and replaced as follows:

In accordance with Paragraph 3.9 (Common Area Factor), the common area factor (CAF) is established 17.69% rounded to 17.7% based on 11,588 RSF and 9,655 ABOASF.

Paragraph 18 is hereby deleted in its entirety and replaced as follows:

The amount of [REDACTED] for broker's fee is established based on approx. [REDACTED] of gross Lease amount for years 1-5 based on revised square footage. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent over 3 months until it has been refunded to the Government. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: The [REDACTED] is due and payable within 30 days of lease award (signing of the lease) and the remaining [REDACTED] is payable at lease occupancy thru rent reductions. The [REDACTED] is paid to: MGW Realtors, 5080 Old Mountain Trail, Powder Springs, GA 30127. Note: This 51.5% reduction does not reflect on page 1 of the SF2; however, it shall be deducted from the monthly rent.

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

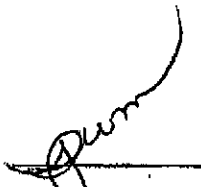
First Month's Rental Payment \$29,922.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$29,922.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$29,922.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

The GSA Form 3518, Representations and Certifications, and ACH vendor form pertaining to the new Lessor/Payee are hereby incorporated into the lease by reference.

End of Supplement


Govt. Initials


Lessor's Initials