

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-61085	DATE 3/6/2013	PAGE 1 of 3
---------------------------------------	------------------------------	------------------	----------------

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) change order and state the adjusted amount of T/I and rent being finalized to coincide with the start of rent which is being updated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 8, 2013, 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 NTP for \$378,051.71 in SLA2; Change Order 1 in the amount of \$51,254.70 in SLA3 and in the following paragraph which reflects a NTP for Change Order 2 in the amount of \$144,103.04. The T/I balance is therefore (\$39,162.10) which will be paid via lump sum. See paragraph 8 for revised T/I totals (page 2) and directions on lump sum payments on page 3.

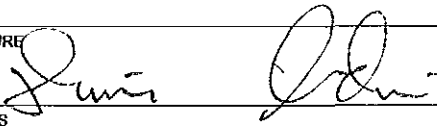
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon the Government's execution of this Supplemental Lease Agreement 4(SLA4) and the Notice to Proceed is issued for the NOT TO EXCEED amount of \$144,103.04 in accordance with the specifications detailed in Exhibit 1 (T/I bids updated January 14, 2013-Summary of 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" Summary of the Scope of Work. All work must be completed within 15 calendar days from issuance of this Notice to Proceed in order to achieve a completion date prior to February 1, 2013.

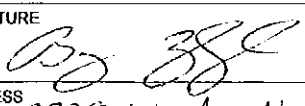
Continued on page 2 of 3

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 Zorich
ADDRESS 2328 10th Ave North, Lake Worth, FL 33461	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Wanda Hardiman JANELL M. PAYNE OFFICIAL TITLE OF SIGNER Contracting Officer
--	---

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-61085	DATE	PAGE 2 of 3
---------------------------------------	------------------------------	------	----------------

1. Paragraph 1 of the Lease is restated as follows:

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 delivered the premises to the Government complete on January 8, 2013 through January 7, 2023.

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
1/08/13 – 1/07/18	\$153,643.91	\$71,300.59	\$129,991.32	\$354,935.82	\$26.04	\$29.94	\$29,577.98
1/08/18 – 1/07/23	\$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.

3. 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 OAL2034 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly as shown above.

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

In accordance with Solicitation for Offers OAL2034 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 of an estimated [REDACTED] percent of the firm term value of this lease ("Commission"). Percentage adjusted based on amount of TI expended. The total amount of the Commission is EXEMPT(b)(4). 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 EXEMPT(b)(4), which is EXEMPT(b)(4) of the Commission, will be payable to Studley when the Lease is awarded. The remaining EXEMPT(b)(4) which is EXEMPT(b)(4) 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 EXEMPT(b)(4) commission credit divided by 4 months).

First month's rental payment of \$29,577.98 minus the prorated commission credit of EXEMPT(b)(4) equals EXEMPT(b)(4) (adjusted first month's rent).

Second month's rental payment of \$29,577.98 minus the prorated commission credit of EXEMPT(b)(4) equals EXEMPT(b)(4) (adjusted second month's rent).

Third month's rental payment of \$29,577.98 minus the prorated commission credit of EXEMPT(b)(4) equals EXEMPT(b)(4) (adjusted third month's rent).

Fourth month's rental payment of \$29,577.98 minus the prorated commission credit of EXEMPT(b)(4) equals EXEMPT(b)(4) (adjusted fourth month's rent).

D.U. [Signature]
Lessor GSA

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-61085	DATE	PAGE 3 of 3
---------------------------------------	------------------------------	------	----------------

The Lessor will be issued a lump sum payment in the amount of \$39,162.10 upon completion, inspection and acceptance of the Scope of Work by the Government. Payment is predicated on receipt of this signed SLA and a certified invoice at the time of work completion. All invoices shall be sent to: U. S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, TX 76102-0181 or www.finance.gsa.gov.

Payment will be made electronically through the finance website. The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at FW-Paymentsearch.finance@gsa.gov.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Public Buildings Service
Broker Branch - Leasing Division
Attn: Wanda Hardiman – Lease Contracting Officer
77 Forsyth St.,
Atlanta, GA 30303

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0025888


If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Lessor hereby waives restoration as a result of all improvements.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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

////////////////////////////////////The remainder of this document has been left blank intentionally////////////////////////////////////


Lessor 