

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SUPPLEMENTAL AGREEMENT No. 5</td> <td style="width: 40%;">DATE 10/8/10</td> </tr> <tr> <td colspan="2">TO LEASE NO. GS-04B-47845</td> </tr> </table>	SUPPLEMENTAL AGREEMENT No. 5	DATE 10/8/10	TO LEASE NO. GS-04B-47845												
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ADDRESS OF PREMISES: Global City Center, 149 S. Ridgewood Avenue, Daytona Beach, FL 32114 - 4386																
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 - 4870																
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 <u>September 10, 2010</u> , 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 11,842 Rentable Square Feet (RSF) in lieu of 9,245 RSF of office and related space, consisting of 10,146 ANS/BOMA Office Area Square Feet (ABOASF) in lieu of 7,855 ABOASF (there are two separate blocks of space, Block A is 648 ABOASF / 763 RSF for the [redacted] and Block B is 9,498 ABOASF / 11,179 RSF for the [redacted]) in an existing building known as Global City Center, 149 S. Ridgewood Avenue, Volusia County, Daytona Beach, FL 32114-4386 (5 th floor for [redacted] and the majority of the 3 rd floor, including the North Wing in lieu of 4th floor for [redacted] and [redacted]), Suite No's 301 for [redacted], 302 and 303 for [redacted] and 501 and 502 for [redacted].																
Paragraph 2 is modified to reflect the lease term as 12/01/10 - 11/30/20.																
Paragraph 3 is hereby deleted and replaced as follows:																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">TERM</th> <th style="text-align: right;">ANNUAL RENT</th> <th style="text-align: right;">RATE PER PRSF</th> <th style="text-align: right;">RATE PER ABOASF</th> <th style="text-align: right;">MONTHLY</th> </tr> </thead> <tbody> <tr> <td>12/01/10 - 11/30/15</td> <td style="text-align: right;">\$345,123.80</td> <td style="text-align: right;">\$28.80</td> <td style="text-align: right;">\$34.02</td> <td style="text-align: right;">\$28,780.32</td> </tr> <tr> <td>12/01/15 - 11/30/20</td> <td style="text-align: right;">\$287,443.94</td> <td style="text-align: right;">\$24.07</td> <td style="text-align: right;">\$28.33</td> <td style="text-align: right;">\$23,953.66</td> </tr> </tbody> </table>		TERM	ANNUAL RENT	RATE PER PRSF	RATE PER ABOASF	MONTHLY	12/01/10 - 11/30/15	\$345,123.80	\$28.80	\$34.02	\$28,780.32	12/01/15 - 11/30/20	\$287,443.94	\$24.07	\$28.33	\$23,953.66
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12/01/15 - 11/30/20	\$287,443.94	\$24.07	\$28.33	\$23,953.66												
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 <u>[Signature]</u> (Signature)	Authorized Official															
IN PRESENCE OF <u>[Signature]</u> (Signature)																
(Address)																
UNITED STATES OF AMERICA																
BY <u>[Signature]</u> (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION (Official Title)															

AB

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

The rent rate in Paragraph 3 above for the period 12/01/10-11/30/16 includes all Tenant Improvements which are \$34.22 ABOASF for Phase I - 648 ABOA or \$22,174.56, and \$28.78 ABOASF for Phase I - 7,207 aboa or \$207,417.46 and Phase II - 2,291 ABOA, or \$85,934.98 amortized at an interest rate of 8% over 6 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 (up to 648 ABOASF) for Block A Phase I - 648 ABOASF (\$22,174.56 T/I), and \$28.78 ABOASF (up to 9,498 ABOASF) for Block B, Phase I - 7,207 ABOASF (\$207,417.46 T/I) for Block B, Phase II - 2,291 ABOASF (\$85,934.98 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 for Phase I - 648 ABOA and \$28.78 ABOASF for Phase I - 7,207 and Phase II - 2,291 is not used, the Government will adjust the rental rate downward to offset the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit two 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 \$18.90 ABOASF/\$16.06 RSF. In accordance with the Rate Structure, Attachment '1', the amortized portion of the T/I allowance is established as \$7.09 ABOASF / \$6.02 RSF, a blended rate. The operating costs are \$7.82 PRSF / \$9.00 ABOASF.

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 29.75 %rounded to 29.8% (based on 40,136 RSF and the Government's occupancy of 11,942 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 11,942 RSF and 10,146 ABOASF.

Paragraph 19 is hereby deleted in its entirety and replaced as follows:

The amount of [redacted] for broker's fee is established based on [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 [redacted] reduction does not reflect on page 1 of the SF2; however, it shall be deducted from the monthly rent.

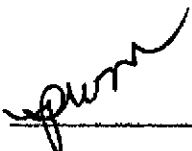
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$28,760.32 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment \$28,760.32 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental Payment \$28,760.32 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.



Govt. Initials



Lessor's Initials

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This is your notice to proceed N/T/E the amount of \$175,688.15 for Phase I - [REDACTED] as follows:

1. General Requirements
2. Existing Conditions - recycled trash
3. Wood, Plastics, Composites
4. Thermal Moisture Protection - Caulking
5. Thermal Moisture Protection - Insulation
6. Openings - Doors & Hardware Install Labor
7. Openings - Doors & Hardware Material
8. Finishes - Drywall
9. Finishes - Carpet and Vinyl
10. Finishes - Painting
11. Specialties - Projection Screen/Signage
12. HVAC
13. Plumbing
14. Electrical - GSA - IGE
15. Design Fees

SUBTOTAL \$163,598.40
Overhead and Profit \$ 12,089.75
TOTAL T/I ALLOWED \$175,688.15

Note: T/I in lease is for Phase I - [REDACTED] - 7,207 sq.ft. = (\$28.78 X 7,207 sq.ft.) \$207,417.46; The T/I from SLA#5 is \$175,688.15 for Phase I, leaving a balance of \$31,729.31.

This is your notice to proceed N/T/E the amount of \$21,969.90 for Phase I - [REDACTED] as follows:

1. General Requirements
2. Existing Conditions - recycled trash
3. Thermal Moisture Protection - Caulking
4. Thermal Moisture Protection - Insulation
5. Openings - Doors & Hardware Mat. & Labor
6. Finishes - Drywall
7. Finishes - Carpet and Vinyl
8. Finishes - Painting
9. Specialties - Signage
10. Electrical - GSA - IGE
11. Design Fees

SUBTOTAL \$ 20,532.62
Overhead and Profit \$ 1,437.28
TOTAL T/I ALLOWED \$ 21,969.90

Note: T/I in lease is for Phase I - [REDACTED] - 648 sq.ft. = (\$34.22 X 648 sq.ft.) \$22,174.56; The T/I from SLA#5 is \$21,969.90 for Phase I, leaving a balance of \$204.66.

This is your notice to proceed N/T/E the amount of \$64,894.54 for Phase II - [REDACTED] as follows:

1. General Requirements
2. Existing Conditions - recycled trash
3. Thermal Moisture Protection - Caulking
4. Openings - Doors & Hardware Mat. & Labor
5. Finishes - Drywall
6. Finishes - Carpet
7. Finishes - Painting
8. Specialties - Signage
9. Electrical - GSA - IGE
10. Design Fees

SUBTOTAL \$ 60,482.54
Overhead and Profit \$ 4,412.00
TOTAL T/I ALLOWED \$ 64,894.54

Note: T/I in lease is for Phase II - [REDACTED] - 2291 sq.ft. = (\$28.78 X 2291 sq.ft.) \$65,934.98; The T/I from SLA#5 is \$65,934.98 for Phase II, leaving a balance of \$1,040.44. The total square footage is 9,498 sq.ft. X \$28.78 = \$273,352.44 T/I monies available Less <\$240,582.69> (Phase I and Phase II T/I used) leaving a total balance of \$32,769.75 for the [REDACTED]


Govt. Initials


Lessor's Initials