

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 4	DATE 8/4/2011
	TO LEASE NO. GS-04B-50840	

ADDRESS OF PREMISES: 505 South Flagler Drive, West Palm Beach, FL 33401

THIS AGREEMENT, made and entered into this date by and between **Flagler Center Properties, LLP** whose address is: 505 South Flagler Drive Suite 1010 West Palm Beach, FL 33401 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

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

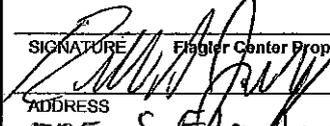
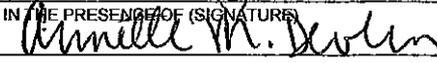
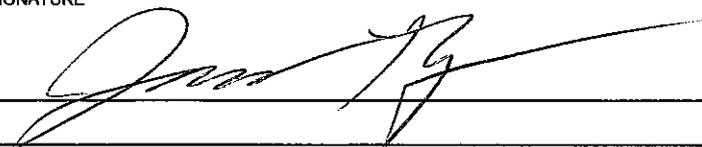
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 15, 2011, as follows:

- The remaining Tenant Improvement (T/I) allowance after SLA#3 is \$14,794.56. We have reviewed the attached change orders and this serves as a Notice to Proceed (NTP) to the low bidder for tenant improvements in the amount of \$13,728.18 for this change order. This leaves an unused T/I balance of \$1,066.38.

Door Hardware:  
 Data Drops:  
 Shelving Credit  
 Door Cover:  
Carpet Install Labor:

Total: \$13,728.18

- The bid summaries (pages 3-8) are attached and hereby made a part of the lease contract.
- The actual tenant improvement allowance used of \$110,580.03 will be amortized into the rent over the 60-month firm term at a rate of 4.0% as set forth in Paragraph 2 of this Lease Agreement. The firm term is hereby defined as the 60-month period beginning on July 15, 2011 and ending on July 14, 2016.
- The annual rent is being adjusted to amortize the tenant improvements and to include the additional 400 ABOASF of expansion space.

<b>LESSOR</b>	
SIGNATURE  Flagler Center Properties, LLP.	NAME OF SIGNER Richard Johnson, Jr.
ADDRESS 505-S Flagler Drive, Suite 1010, West Palm Beach, FL 33401	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER Annette M. Devlin
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER James Thompson
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

5. Paragraph 2 of the lease is hereby deleted in its entirety and replaced with the following:

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

Size (ABOASF)	Term	Annual Shell	Annual TI	Parking**	OpEx*	Annual Total
3,177 <sup>1</sup>	9/1/2010 – 7/14/2011	\$111,990.51	\$0	\$7,560	\$26,718.57	\$146,269.08
3,577 <sup>2</sup>	7/15/2011-8/31/2015	\$127,042.51	\$24,437.99	\$7,560	\$30,082.57	\$189,123.07
3,577 <sup>3</sup>	9/1/2015 – 7/14/2016	\$136,879.26	\$24,437.99	\$7,560	\$30,082.57	\$198,959.82
3,577 <sup>4</sup>	7/15/2016 – 8/31/2020	\$136,879.26	\$0	\$7,560	\$30,082.57	\$174,521.83

<sup>1</sup> Does not include expansion space or any amortized tenant improvements.

<sup>2</sup> Includes the 400 ABOASF expansion and tenant improvement amortization.

<sup>3</sup> Includes the expansion and tenant improvement amortization up until the end of year 5 of the lease where the shell rent escalates.

<sup>4</sup> Does not include the tenant improvement amortization as the firm term has ended.

\*Operating Rent as escalated

\*\* The parking rates have been stripped out from the Shell Rent for presentation purposes only."

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

In accordance with Solicitation for Offers 0FL2315 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 [REDACTED] percent of the firm term value of this lease ("Commission"). Please note that the following commission calculation includes the actual Tenant Improvement Allowance used.

The current 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, is 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 rental payments during the firm term and continue until the credit has been fully recaptured. The total annual shell rent is \$134,602.51 (with parking), which equals [REDACTED] (rounded) per month. The commission credit will be taken over the first three (3) months of the lease term with a monthly credit of [REDACTED] commission credit divided by 3 months).

First month's gross rental payment of \$15,760.26 minus the prorated commission credit of [REDACTED] equals \$ [REDACTED] (adjusted first month's gross rent).

Second month's shell rental payment of \$15,760.26 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's gross rent).

Third month's shell rental payment of \$15,760.26 minus the prorated commission credit of [REDACTED] equals \$ [REDACTED] (adjusted third month's shell rent).

7. All other terms and conditions of the lease shall remain in force and effect.