

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-61855
ADDRESS OF PREMISES Flagler Tower 505 South Flagler Drive West Palm Beach, FL 33401-5923	PDN Number: N/A

THIS AMENDMENT is made and entered into between Flagler Center Properties

whose address is: 505 S Flagler Drive, STE 1010, West Palm Beach, FL 33401-5949

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 accept the tenant improvements and commence rent per the revised rent schedule.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 15, 2013 as follows:

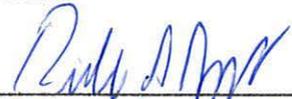
A. Section 1.03 Rent and Other Consideration (Succeeding) (Sept 2011), Paragraph A, is hereby deleted in its entirety and replaced as follows:

"A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

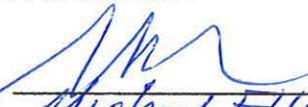
This Lease Amendment contains 3 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
 Name: Richard S. Johnson, Jr
 Title: Managing Partner
 Entity Name: Flagler Center Properties, LLP
 Date: May 16, 2013

FOR THE GOVERNMENT:

Signature: 
 Name: Michael Ellis
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 5/21/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Annette Devlin
 Title: Accounting
 Date: May 16, 2013

02/01/2012 - 01/31/2013		
	Annual Rent	Annual Rate/RSF
Shell Rent	\$135,441.60	\$32.48 ¹
Tenant Improvements	\$0.00	\$0.00 ¹
Operating Rent	\$29,273.40	\$7.02 ¹
Total Annual Rent	\$164,715.00²	\$39.50¹

02/01/2013 - 05/31/2013		
	Annual Rent	Annual Rate/RSF
Shell Rent	\$138,827.64	\$33.29 ¹
Tenant Improvements	\$0.00	\$0.00 ¹
Operating Rent	\$29,273.40	\$7.02 ¹
Total Annual Rent	\$168,101.04²	\$40.31¹

06/01/2013 - 01/31/2014		
	Annual Rent	Annual Rate/RSF
Shell Rent	\$138,827.64	\$33.29 ¹
Tenant Improvements	\$14,502.96	\$3.48 ¹
Operating Rent	\$29,273.40	\$7.02 ¹
Total Annual Rent	\$182,604.00³	\$43.79¹

02/01/2014 - 01/31/2015		
	Annual Rent	Annual Rate/RSF
Shell Rent	\$142,298.33	\$34.12 ¹
Tenant Improvements	\$14,502.96	\$3.48 ¹
Operating Rent	\$29,273.40	\$7.02 ¹
Total Annual Rent	\$186,074.69³	\$44.62¹

02/01/2015 - 01/31/2016		
	Annual Rent	Annual Rate/RSF
Shell Rent	\$145,855.79	\$34.98 ¹
Tenant Improvements	\$14,502.96	\$3.48 ¹
Operating Rent	\$29,273.40	\$7.02 ¹
Total Annual Rent	\$189,632.15³	\$45.48¹

02/01/2016 - 01/31/2017		
	Annual Rent	Annual Rate/RSF
Shell Rent	\$149,502.18	\$35.85 ¹
Tenant Improvements	\$14,502.96	\$3.48 ¹
Operating Rent	\$29,273.40	\$7.02 ¹
Total Annual Rent	\$193,278.54³	\$46.35¹

INITIALS:  LESSOR &  GOV'T

¹Rates may be rounded.

²Effective 2/1/2012 and continuing through 5/31/2013, the annual rent is decreased by \$8,165.25, or \$680.44 monthly. The new annual rent from 2/1/2012 through 1/31/2013 is \$164,715.00. The new annual rent from 2/1/2013 through 5/31/2013 is \$168,101.04. The total amount overpaid to the Lessor from 2/1/2012 through 5/31/2013 is \$10,887.00. The total amount overpaid will be withheld from the rent. This decrease is occurring because tenant improvements were not completed as originally contracted, which required revisions to the tenant improvement amortization schedule.

³Effective 6/1/2013, the cost of tenant improvements is \$47,628.00. This amount is amortized at a rate of 6 percent per annum over 44 months beginning 6/1/2013. The total of payments, including interest, will be \$53,177.52 or \$14,502.96 annually. This increase is the result of revisions to the tenant improvement scope of work. The total annual rent from 6/01/2013 to 1/31/2014 is \$182,604.00. The total annual rent from 2/01/2014 to 1/31/2015 is \$186,074.69. The total annual rent from 2/01/2015 to 1/31/2016 is \$189,632.15. The total annual rent from 2/01/2016 to 1/31/2017 is \$193,278.54.”

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

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INITIALS:


LESSOR

&


GOV'T