

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 3	DATE 3/8/11
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-04B-50807	
<b>ADDRESS OF PREMISES:</b> 2700 South Commerce Parkway, Weston, Florida, 33331-3615		
THIS AGREEMENT, made and entered into this date by and between SC Commerce Inc. whose address is 2700 S Commerce Parkway Weston, FL 33331-3628 Hereinafter-called Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 to establish the lease commencement date, term, termination rights, revise the annual rental rate in the lease based on the actual tenant improvement costs, effective <b>November 15, 2010</b> ,		
<ol style="list-style-type: none"> <li><b>Paragraph 1, of the lease contract is deleted in its entirety and replaced with the following: The Lessor hereby leases to the Government the following described premises:</b>          A total of <u>6,609</u> rentable square feet (RSF) of office and related spare, consisting of <u>5,849</u> ANSI/BOMA office area located at Weston Corporate Centre, 2700 South Commerce Parkway, Weston, Florida 33331-3615.</li> <li><b>Paragraph 2 of the lease contract is deleted in its entirety and replaced as follows:</b>          TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on <u>November 15, 2010</u> through <u>November 14, 2020</u>, subject to termination and renewal rights as may be hereinafter set forth.</li> <li><b>Paragraph 4 of the lease contract is deleted in its entirety and replaced as follows:</b>          The Government may terminated this lease, in whole or in part, at any time on or after <u>November 14, 2015</u>, by giving the lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of terminations. Said notice shall be computed commencing with the day after the date of mailing.</li> </ol>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: SC COMMERCE, INC. BY <u>John Kent</u> (Signature)	Vice President (Title) 40 East 52nd Street New York, NY 10022 (Address)	
IN PRESENCE OF <u>Robert E. Byrnes</u> (Witness)		
UNITED STATES OF AMERICA: BY <u>[Signature]</u> (Signature)	GENERAL SERVICES ADMINISTRATION _____ CONTRACTING OFFICER (Official Title)	

4. Paragraph 3 of the lease contract is deleted in its entirety and replaced as follows:

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

(Rent Breakdown per RSF)

<u>Term</u>	<u>Shell Rent</u>	<u>Operating Cost</u>	<u>Amortized TI</u>	<u>Rental Rate</u>	<u>Annual Rent</u>	<u>Monthly Rate</u>
<u>Year 1-5</u> 11/15/2010 – 11/14/2015	\$23.53	\$6.90	\$4.34	\$34.77	\$229,794.93	\$19,149.58
<u>Year 6-10</u> 11/15/2015-11/15/2020	\$27.00	\$6.90	\$0.00	\$33.90	\$224,045.10	\$18,670.43

(Rent Breakdown per ANSI/BOMA)

<u>Term</u>	<u>Shell Rent</u>	<u>Operating Cost</u>	<u>Amortized TI</u>	<u>Rental Rate</u>	<u>Annual Rent</u>	<u>Monthly Rate</u>
<u>Year 1-5</u> 11/15/2010 – 11/14/2015	\$26.59	\$7.80	\$4.90	\$39.29	\$229,794.93	\$19,149.58
<u>Year 6-10</u> 11/15/2015 -11/15/2020	\$30.51	\$7.80	\$0.00	\$38.31	\$224,045.10	\$18,670.43

5. Paragraph 6 of the Lease Contract is deleted in its entirety and replaced as follows:

Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the Space and will be based on the rate per ABOASF as noted above, in accordance with Clause 27 (Payment) GSA Form 37517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed in maximum requested above. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

SC, Commerce, Inc.  
c/o CB Richard Ellis  
4443 Lyons Road  
Suite 212  
Coconut Creek, FL 33073

6. Paragraph 10 of the Lease Contract is deleted in its entirety and replaced as follows:

Upon completion, inspection and acceptance by the Contracting Officer, the Government will pay the total tenant improvement cost of \$117,799.80. The total of \$117,799.80 will be amortized over the firm term of the lease at 8% at a rate of \$4.90 ABOASF (\$4.34/RSF) or \$28,662.66 annually.

7. Paragraph 12 of the Lease Contract is deleted in its entirety and replaced as follows:

In accordance with Paragraph 3.11. (Measurement of Space) of SFO No. 7FL2274, the common area factor (CAF) is established at 16% based on 6,609 RSF and 5,849 ABOASF.

8. Paragraph 13 of the Lease contract is deleted in its entirety and replaced as follows:

In accordance with paragraph 3.5 (Tax Adjustment) of SFO No. 7FL2274, the percentage of Government occupancy is established at 8.42% (Based on a total building area of 78,487 and the Government's occupancy of approximately 6,609 RSF). Percentage occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the minimum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, General Clauses.

9. Paragraph 24 of the Lease contract is deleted in its entirety and replaced as follows:

In accordance with SFO NO. 7FL2274, Paragraph 1.13, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the commission credit paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payment 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 payment and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of ~~\$\$~~19,149.58 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$19,149.58 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

**10. Paragraph 14 of the Lease contract is deleted in its entirety and replaced as follows:**

In accordance with Paragraph 3.8 of SFO No. 7FL2274, the escalation base is established at \$7.80 per ABOASF(\$6.90 per RSF), \$45,602.10 annually, and is inclusive of the rental rate in Paragraph 3 for the period 11/15/2010 through 11/14/2020.

**END OF SECTION**