

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-59831	DATE 10/27/09	PAGE 1 of 3
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ADDRESS OF PREMISES  
Meridian Business Campus, 3200 Meridian Parkway, Weston, Florida 33331-3502

THIS AGREEMENT, made and entered into this date by and between **BJS Family Partnership, Ltd.**

whose address is:

P.O. Box 810155  
Boca Raton, FL 33481-0155

Address for UPS or FedEx:  
5400 Broken Sound Boulevard, Suite 100  
Boca Raton, FL 33487

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

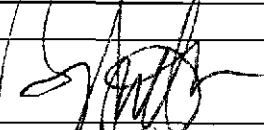
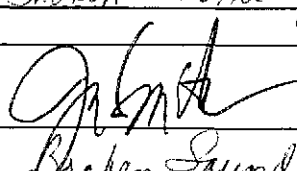
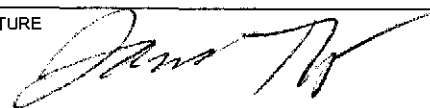
**WHEREAS**, the parties hereto desire to amend the above Lease to incorporate additional square footage and remove paragraph 10 in its entirety. Accordingly paragraphs 1, 3, 9, 12, 13, 14 and 20 are hereby amended and paragraph 21 is added to the lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

"1. The Lessor hereby leases to the Government the following described premises: A total of 60,112 Rentable Square Feet (RSF) of office and related space (60,112 ANSI/BOMA Office Area Square Feet (OASF)) in the Meridian Business Campus, 3200 Meridian Parkway, Weston, Florida 33331-3502. Twenty-two (22) secure, fenced on-site surface parking spaces are to be provided at no extra cost to the Government."

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

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER Barry Smith
ADDRESS 5400 Broken Sound Boulevard, Suite 100, Boca Raton, FL 33487	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER JASON Smith
ADDRESS 5400 Broken Sound Boulevard, Suite 100, Boca Raton, FL 33487	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER James Thompson
	OFFICIAL TITLE OF SIGNER Contracting Officer

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

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>RATE per RSF<sup>1</sup></u>	<u>RATE per OASF<sup>2</sup></u>	<u>MONTHLY RATE</u>
04/1/2010 – 03/31/2020	\$1,157,156.00	\$19.25	\$19.25	\$96,429.67

Note 1. This rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF.

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF. "

"9. The rent rate in paragraph 3 includes the Tenant Improvement Allowance (TI) provided in the lease which totals \$776,045.92 or \$12.91 per OASF. The (TI) will be amortized over the first five (5) years of the lease at an interest rate of 6% and be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government. If the (TI) cost exceeds \$776,045.92 or \$12.91 per OASF, the balance due to the Lessor will be paid by rental adjustments, or lump sum, to be determined by the Government. If the entire (TI) of \$776,045.92 or \$12.91 per OASF is not used, the Government will adjust the rental rate downward to off-set the difference in tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his subcontractors shall solicit two (2) bids for work completed as a part of the initial tenant alterations, e.g., electrical, plumbing, etc. The lowest responsive bid will be accepted."

"12. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 57.8% (Based Government occupancy of 60,112 rentable square feet and total building area of 103,968 rentable square feet). 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 OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES."

"13. In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$2.84 POASF (\$2.84 PRSF) rounded or \$170,718.08 annually."

"14. In accordance with Paragraph 4.1 (Common Area Factor), the common area factor (CAF) is established as 1% rounded, based upon 60,112 ANSI/BOMA Office Area Square Feet (OASF) and 60,112 rentable square feet."

"20. In accordance with the SOLICITATION FOR OFFERS 8FL2321 Paragraph 2.5, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the shell rate lease value over the firm term 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 it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] for one (1) month of the lease. The Lessor agrees to pay the Commission, less the Commission Credit, [REDACTED], to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due 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 \$96,429.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent."

**Paragraph 21 is hereby added to the lease:**

"21. Paragraph 10 of Standard Form 2, GS-04B-59831, is hereby deleted in its entirety."

INITIALS:

LESSOR

&amp;

GOV'T