

### Supplemental Lease Agreement Number 1

Lease Number:

GS-04B-47874

Date:

11/19/2010

NW 12th Avenue &amp; Park Centre Blvd., North Miami, FL

THIS AGREEMENT, made and entered into this date by and between **Xenia Management Corporation** whose address is 965 South Bayshore Blvd., Safety Harbor, FL 34695

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

WHEREAS, the parties hereto desire to amend the above Lease as indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 16, 2010 as follows:

**Paragraphs 1, 3, 8, 9, 11, 12, 13 and 19 are hereby deleted in its entirety and replaced as follows:**

1. The Lessor hereby leases to the Government the following described premises:

A total of 20,701 Rentable Square Feet (RSF) of office and related space, consisting of 19,905 ANSI/BOMA Office Area Square Feet (ABOASF) at NW 12<sup>th</sup> Avenue & Park Centre Blvd., North Miami, FL as shown on the attached floor plan labeled Exhibit A and hereby made a part of this Lease.

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

TERM	RSF	Base Rent prsf	Base Rent	*Operating Rent prsf	*Operating Rent	TI prsf	Annual TI	Annual Rent
Years 1-5	20,701	\$30.6154	\$633,775.2000	\$5.2212	\$108,084.1500	\$8.5575	\$177,150.5190	\$919,009.8690
Years 6-10	20,701	\$30.6154	\$633,775.2000	\$5.2212	\$108,084.1500	\$0.0000	\$0.0000	\$741,859.3500

Note 1: The rate per Rentable Square Feet (RSF) is determined by dividing the total annual rental by the RSF set forth in paragraph 1 above.

Note 2: The rate per ANSI/BOMA Office Area Square Feet (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in paragraph 9."

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, **Xenia Management Corporation**

By

(Signature)

President

(Title)

In Presence of

(Signature)

2340 Drew St, Ste 300

Cleawater, FL 33765

(Address)

United States Of America, General Services Administration, Public Buildings Service.

(Signature)

Contracting Officer

(Official Title)



8. The premises described in Paragraph 1 of this Standard Form 2 shall contain 19,905 ABOASF of office and related space, as identified in SOLICITATION FOR OFFERS 6FL0305.
9. The rent rate in paragraph 3 above for the period of years 1 - 5 includes all Tenant Improvements. In accordance with Paragraph 1.10 of SFO 6FL0305, the Tenant Improvement Allowance (T/I) provided in the lease is \$37,4548 ABOASF, or \$745,537.00 amortized at an interest rate of 7% over five (5) years at a rate of \$8.8998 per ABOASF (\$8.56 per RSF). The T/I will be used to construct the interior space in accordance with the Government approved Design Intent Drawings. If the T/I cost exceeds \$745,537.00 ABOASF (for up to 19,905 ABOASF), the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$37,4548 ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.
11. In accordance with SOLICITATION FOR OFFERS 6FL0305, Paragraph 3.4 (Tax Adjustment), the percentage of Government occupancy is established as 100% (Based on Government occupancy of 20,701 RSF and total building area of 20,701 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 SOLICITATION FOR OFFERS 6FL0305, and in accordance with GSAF 3517, GENERAL CLAUSES.
12. In accordance with the SOLICITATION FOR OFFERS 6FL0305, Paragraph 3.6 (Operating Costs Base), are established as \$5.22 RSF, \$108,084.15 per annum.
13. In accordance with the SOLICITATION FOR OFFERS 6FL0305, Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 1.04 or 4%.
19. 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 it 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 to the Broker in accordance with the "Broker Commission and 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 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 \$76,584.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$76,584.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.