

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 2

DATE

02/25/11

TO LEASE NO.
GS-04B-50829

ADDRESS OF PREMISES: 1515 North Federal Highway
Boca Raton, FL 33432-1911

THIS AGREEMENT, made and entered into this date by and between, Atrium Financial Center, Ltd.

whose address is 1515 North Federal Highway
Boca Raton, FL 33432-1911

hereinafter called the 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 consideration hereinafter mentioned covenant and agree that the said Lease is amended to begin rent payments effective January 1, 2011. A separate SLA will be provided by the GSA Contracting Officer, to provide the Notice to Proceed with the tenant improvements, this SLA#2 doesn't constitute the Notice to Proceed with Construction.

1. Paragraph 1 of Lease GS-04B-50829 is hereby deleted in its entirety and replaced with the following:

A total of 7,500 rentable (6,410 ANSI/BOMA office area) square feet of office and related space and located in the Atrium Financial Center, 1515 North Federal Highway, City of Boca Raton, County of Palm Beach, State of Florida, 33432-1911, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. Paragraph 3 of Lease GS-04B-50829 is hereby deleted in its entirety and replaced with the following:

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

| TERM | ANNUAL RENT | RATE Per RSF ¹ | SHELL Per RSF ² | OPERATING EXPENSE Per RSF ² | TENANT IMPROVEMENT Per RSF | BUILD SECURITY Per RSF |
|-------------------------------------|--------------|---------------------------|----------------------------|--|----------------------------------|---------------------------|
| 1/01/2011 ⁴ - 12/31/2015 | | | | | | |
| Years 1-5 | \$292,188.62 | \$38.96 | \$25.17 | \$5.33 | \$8.46 | \$0.00 |
| 1/01/2016 - 12/31/2020 | | | | | | |
| Years 6-10 | \$262,050.00 | \$34.94 | \$29.61 | \$5.33 | | |



Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.

Note 2. The rate per rentable square foot does not include CPI escalations.

Note 3. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Atrium Financial Center, Ltd.
1515 North Federal Hwy Ste. 306
Boca Raton, FL 33432-1911

Note 4. Commencement Date will be the date of Substantial Completion as determined by the Government or 1/1/2011 as stated above, whichever date is earlier.


Initials _____ & 
LESSOR GOVT

2. Paragraph 13 of Lease GS-04B-50829 is hereby deleted in its entirety and replaced with the following:

The rent rate in paragraph 3, the tenant improvement allowance (TIA) provided in the lease is \$41.65 OASF rounded of \$266,976.50 amortized at an interest rate of 7.00 % over 5 years (\$8.46 PRSF), (\$9.90 POASF). The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings and approved Construction Drawings. If the TI exceed \$41.65 OASF or \$266,976.50, the balance due to the lessor will be paid by rental adjustment or lump sum to be determined by the government. If the entire TI of \$41.65 OASF rounded or \$266,976.50 is not used, the Government will adjust the rental rate downward to off-set the difference in the tenant improvements and will be modified in a separate SLA. The Lessor understands that in lieu of cost pricing alterations, the lowest responsive bid will be accepted. Until the Tenant Improvement proposals have been provided by the Landlord and approved by the GSA Contracting officer and a formal notice to proceed has been issued, any alterations to the tenant space will be at the landlord's expense.

3. Paragraph 7 of Lease GS-04B-50829 is hereby deleted in its entirety and replaced with the following:

In accordance with the SOLICITATION FOR OFFERS 6FL0385, Paragraph 2.6 Broker Commission and Commission Credit (Nov 2006), the amount of [REDACTED] for the broker's fee is established. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government. This calculates to a rental reduction of [REDACTED] (rounded) per month for one (1) month from the effective date of the lease. The broker's fee will remain constant regardless of the measurement of space and/or change orders unless there is a substantive change to the contract necessitating revision of the subject commission. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker.

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 of \$24,349.05 (of which \$15,732.32 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent. -

LESSOR Atrium Financial Center, Ltd.

Mark A. Genahelmer
President

BY Atrium Financial Center, Inc.
General Partner
Atrium Financial Center, Ltd.

(Signature)

President
(Title)

IN PRESENCE OF

(Signature of Witness)

1515 N. Federal Hwy, Ste 306
Boca Raton, FL 33432

(Address of Witness)

Printed Name of Witness: Bruce Sirof

BY

(Signature)

GSA-Contracting Officer
(Official Title)