

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE: 8/23/10  
LEASE NO.  
GS-04B-59827

Address of Premises: **Senate Square, 14361 Commerce Way, Miami Lakes, Florida, 33016-1565**

THIS LEASE, made and entered into this date by and between **AGS Properties Corp., A FL Corporation**

whose address is

c/o Square One Associates  
290 NW 165<sup>th</sup> Street M-400  
Miami, FL 33169-6478

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, effective August 3, 2010, as follows:

1. The Lessor hereby leases to the Government the following described premises  
A total of 6,296 rentable (5,288 ANSI/BOMA office area) square feet of office and related space and located in the Senate Square, 14361 Commerce Way, city of Miami Lakes county of DADE, State of Florida, 33016 to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. Paragraph 3 of the Lease Contract GS-04B-59827 (SF-2) is amended to read:
3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: See Page 3. Paragraph 9.

TERM	ANNUAL RENT	RATE Per RSF <sup>1</sup>	SHELL Per RSF	OPERATING EXPENSE Per RSF <sup>2</sup>
<b>8/03/2010 – 8/2/2015</b>				
Year 1	\$130,264.24	\$20.69	\$91,858.64	\$38,405.60
Year 2	\$134,041.84	\$21.29	\$95,636.24	\$38,405.60
Year 3	\$137,819.44	\$21.89	\$99,413.84	\$38,405.60
Year 4	\$141,597.04	\$22.49	\$103,191.44	\$38,405.60
Year 5	\$145,374.64	\$23.09	\$106,969.04	\$38,405.60
<b>8/03/2015 – 8/2/2020</b>				
Year 6	\$150,096.64	\$23.84	\$111,691.04	\$38,405.60
Year 7	\$154,818.64	\$24.59	\$116,413.04	\$38,405.60
Year 8	\$159,540.64	\$25.34	\$121,135.04	\$38,405.60
Year 9	\$164,262.64	\$26.09	\$125,857.04	\$38,405.60
Year 10	\$168,984.64	\$26.84	\$130,579.04	\$38,405.60

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:

AGS Properties Corp., A FL Corporation  
c/o Square One Associates  
290 NW 165<sup>th</sup> Street M-400  
Miami, FL 33169-6478

*[Handwritten signature]*

3. Paragraph 4 of the Lease Contract GS-04B-59827 (SF-2) is amended to read:

4. The Government may terminate this lease, in whole or in part, at any time on or after 8/2/2015, by giving the Lessor at least sixty (60) days notice in writing. In the event this lease is terminated, in whole or in part, the Government will release a marketable block of space that can be utilized by a future tenant. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

4. Paragraph 7 of the Lease Contract GS-04B-59827 (SF-2) is amended to read:

7. In accordance with the SOLICITATION FOR OFFERS 8FL2381, Paragraph 2.3 Broker Commission and Commission Credit (Nov 2006), the amount of [REDACTED] for the broker's fee is established. The amount of [REDACTED] (rounded) 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 two (2) months from the effective date of the lease [REDACTED]. 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 68% 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 Shell Rental Payment of \$11,484.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Shell Rental Payment of \$11,484.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

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: AGS Properties Corp., A FL Corporation

BY ALVARO DA SILVA, PRESIDENT



(Signature)

IN THE PRESENCE OF:

Walter S. Smith  
(Signature)

290 NW 165 STREET # 17-400 Miami, FL  
(Address) 33169

UNITED STATES OF AMERICA

BY Glynda M. Grieve  
(Signature)

GLYNDA GRIEVE, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)