

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. <b>4</b>	TO LEASE NO. <b>GS-04B-59831</b>	DATE	PAGE <b>1 of 2</b>
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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 hereby changed to:

**5300 Broken Sound Boulevard, Suite 110B  
Boca Raton, FL 33487-3519**

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

**WHEREAS**, on September 2, 2009, the parties entered into Lease No. GS-04B-59831.

**WHEREAS**, on October 27, 2009, the parties amended the Lease to incorporate additional square footage for a total of 60,112 Rentable Square Feet (RSF) of office and related space (60,112 ANSI/BOMA Office Area Square Feet (OASF)) and twenty-two (22) secure, fenced on-site surface parking spaces provided at no extra cost to the Government. Paragraph 10 was removed in its entirety; paragraphs 1, 3, 9, 12, 13, 14 and 20 were thereby amended accordingly; and paragraph 21 was added to the lease.

The total Tenant Allowance provided in the lease and amended in SLA #1, paragraph 9 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%. If the (TI) cost exceeds the Tenant improvement allowance the balance due to the Lessor will be paid by rental adjustments, or lumpsum, to be determined by the Government.

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).

The escalation base is established as \$2.84 POASF (\$2.84 PRSF) rounded or \$170,718.08 annually."

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.

**WHEREAS**, on March 26, 2010, the parties amended the Lease to provide a change of address for the Lessor and to provide a notice to Proceed for the Tenant Improvements and order tenant improvements which exceeded the tenant improvement allowance.

**WHEREAS**, on June 24, 2010, the parties amended the Lease to reflect the final and approved costs associated with site construction.

Total (Divisions 1-16) Construction Costs	\$ 1,379,486.39
Total Tenant Allowance in Lease	\$ 776,046.00
TOTAL Construction Costs Overage Owed to Lessor	\$ 603,440.39

**TOTAL CONSTRUCTION COST TO BE PAID LUMP SUM TO LESSOR:** \$ 603,440.39

**WHEREAS**, the parties hereto desire to amend 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:

**PARAGRAPH 2** is amended as follows: "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 to June 30, 2020, subject to termination and renewal rights as may be hereinafter set forth.

Continued page two.

INITIALS:

  
LESSOR

&

  
GOVT

PARAGRAPH 3 (as amended in SLA #2) reads as follows: "The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE PER RSF <sup>1</sup>	RATE PER OASF <sup>2</sup>	MONTHLY RATE
07/01/2010 - 06/30/2020	\$1,157,156.00	\$19.25	\$19.25	\$96,429.67

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

Note ii: The rate per OASF is determined by dividing the total annual rental by the OASF.

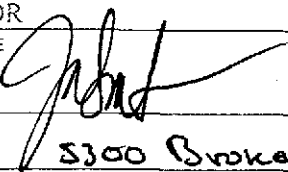
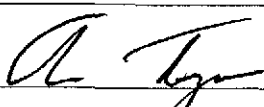
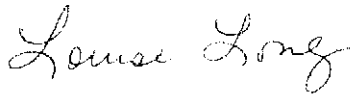
PARAGRAPH 9 (as amended in SLA #2): In accordance with the SOLICITATION FOR OFFERS 8FL2321 Paragraph 2.5, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the shell rate lease value over the firm term of this lease. The total amount of the commission is [REDACTED]. 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.

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 JASON Smith
ADDRESS 5300 Broken Sound Blvd Suite 110B Boca Raton FL 33487	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Ana Trevi
ADDRESS 5300 Broken Sound Blvd Suite 110B Boca Raton FL 33487	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER LOUISE M. LONG
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION