

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 1

DATE

4/1/10

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B- 59841

ADDRESS OF PREMISES: Suite 610, 5850 T. G. Lee Blvd., Orlando, Orange County, FL 32822-4411

THIS AGREEMENT, made and entered into this date by and between **Citadel I Limited Partnership**

whose address is: 1515 N. Federal Hwy. Suite 306
Boca Raton, FL 33432-1911

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2010, as follows:

1. Space under lease is a total of 11,834 rentable square feet (RSF), consisting of 10,198 ANSI/BOMA Office Area square feet of newly constructed office and related space located in Suite 610, 5850 T. G. Lee Blvd., Orlando, Orange County, FL 32822-4411

2. Paragraph 2 of the lease (SF2) is hereby deleted in its entirety and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2010 through March 31, 2015, subject to termination and renewal rights as may be hereinafter set forth.

3. Paragraph 3 of the lease (SF2) is hereby amended as follows:

Term	Annual Rent	Rate per RSF	Rate per ABOASF	Monthly Rate
4/1/10 - 3/31/13	\$286,264.46	\$24.19	\$28.07	\$ 23,855.37
4/1/13 - 3/31/15	\$295,731.66	\$24.99	\$29.00	\$ 24,644.31

For the firm term, the Government's annual rental payment of \$286,264.46 (\$24.19 per RSF) includes: annual shell rent of \$169,226.20 (\$14.30 per RSF), annual TI amortization of \$34,200.26 (\$2.89 per RSF), and annual operating rent of \$82,838.00 (\$7.00 per RSF). Note: There is no additional charge for parking.

For years 4-5, the Government's annual rental payment of \$295,731.66 (\$24.99 per RSF) includes: annual shell rent of \$212,893.66 (\$17.99 per RSF), and annual operating rent of \$82,838.00 (\$7.00 per RSF). Note: There is no additional charge for parking. (Continued on page 2 of 2)

Continued on Page 2 of 2
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 **Citadel I Limited Partnership**

BY

[Signature]

Authorized Official (Signature)

IN PRESENCE OF

[Signature]
(Signature)

Citadel I Limited Partnership
General Partner
Citadel I Limited Partnership

1515 N. Federal Hwy, Boca Raton FL 33432
(Address)

UNITED STATES OF AMERICA

BY

[Signature]
(Signature)

CHARLES JOHNSON

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

4. Paragraph 4 of the lease (SF2) is hereby deleted in its entirety and replaced as follows:

The Government may terminate this lease, in whole or in part, at any time on or after 4/1/13 by giving the Lessor at least one hundred and twenty (120) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing by the Government.

5. Paragraph 9 of the lease (SF2) is deleted in its entirety and replaced as follows:

In accordance with SOLICITATION FOR OFFERS 9FL2182, Paragraph 4.6 (Overtime Usage), the overtime usage is \$50.00 per hour to the Government. Normal hours of operation are 7:30 am – 5:30 pm. In addition, the building is open during the hours of 8am – 12:00 pm (noon) on Saturdays; therefore, these hours are also added as normal hours of operation and overtime usage will not apply during this time period. In addition, there is a 24/7 HVAC unit in the server room of the agency's space which is maintained by the agency. There are no overtime utility charges for this unit.

6. Paragraph 10 of the lease (SF2) is hereby modified as follows:

The tenant improvement costs amortized into the lease are hereby established as \$87,247.24 @ 8% amortization rate for 3 years. The T/I rate is therefore \$2.89 per RSF / \$3.35 per ABOASF.

7. Paragraph 15 of the lease (SF2) is hereby deleted in its entirety and replaced as follows:

The Lessor and the Broker have agreed to a cooperative lease commission of [REDACTED] for the 36 months 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. Notwithstanding, Section C. RENTAL of the lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The rental rates established in Section C. RENTAL are based on shell rate of \$12.30 PRSF. 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 \$23,855.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

-Second Month's Rental Payment \$23,855.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Initials:
 Govt. Lessor