

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-50021	DATE 2/9/2012	PAGE 1 of 3
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ADDRESS OF PREMISES
Sun Sentinel at New River Center, 200 E Las Olas Blvd, Suite 1800, Fort Lauderdale, FL. 33301-2248

THIS AGREEMENT, made and entered into this date by and between LAUDERDALE RIVER, INC.

whose address is 13155 Noel Drive
Dallas, TX 75240-5090

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

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements.

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

I. This Supplemental Lease Agreement serves as the Lessor's *Notice to Proceed* for the construction of Tenant Improvements (TI) for the amount of \$54,980.00 – Change Orders 1-14. Said TI change orders shall be completed in accordance with the specifications set forth in the Lease. The change orders showing the changes approved is attached, incorporated, and referenced herein as Exhibit A (1 pg).

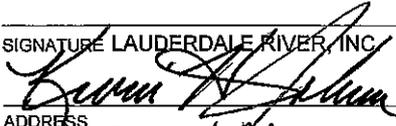
Upon the Lessor's completion of TI and the Government's inspection and acceptance of the same, the Government hereby agrees to reimburse the Lessor, via rental, an amount not to exceed \$218,080.00 (\$163,100.00 + \$54,980.00) in accordance with Paragraph 10 of Standard Form 2. Exclusive of interest payments, the total reimbursement to the Lessor will not exceed said amount. The balance of TI is \$5,060.59 (\$223,140.59 - \$218,080.00). As this amount is not used for change orders, the rent is adjusted accordingly on this SLA which starts the rent (Page 2, No. V).

II. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE LAUDERDALE RIVER, INC. 	NAME OF SIGNER KEVIN JOHNSON VICE PRESIDENT
ADDRESS 13155 - Noel Rd. #500, Dallas, TX 75240	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Steve Harrell
ADDRESS Same	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER – William Justin Kidwell OFFICIAL TITLE OF SIGNER – Lease Contracting Officer

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III. Paragraph 2 is hereby deleted in its entirety and replaced as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 15, 2011 through July 14, 2021 subject to termination and renewal rights as may be hereafter set forth.

IV: Paragraph 3 is hereby deleted in its entirety and replaced as follows:

TERM	ANNUAL RENT	RATE per RSF ¹	RATE per ABOASF ²	MONTHLY RATE
07/15/2011 – 07/14/2016	\$261,835.14	\$41.91	\$49.22	\$21,819.60
07/15/2016 – 07/14/2021	\$278,036.00	\$44.50	\$52.26	\$23,169.67

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

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

V. Paragraph 10 is hereby deleted in its entirety and replaced as follows:

10. The rental rate in Paragraph 3 of this Standard Form 2 for the period 07/15/11 through 07/14/2016 includes all Tenant Improvements (TI). In accordance with Paragraph 1.10 (Tenant Improvements Included In Offer) of SFO No. 7FL2114, the TI allowance provided in the lease is \$41.94372 per ABOASF, or a total of \$223,140.59 amortized at an interest rate of 9% over five (5) years yielding an annual cost of \$55,584.38 at a rate of \$8.90 per RSF (\$10.45 per ABOASF). The TI allowance will be used to construct the interior space in accordance with the approved DIDs provided by the Lessor. If the TI cost exceeds \$41.94372 per ABOASF (for up to 5,320 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire TI allowance of \$41.94372 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or 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. This does not apply to the shell build-out.

The amount of \$5,060.59 is the balance of TI allowance. The rent is adjusted as follows: \$223,140.59 minus \$5,060.59 = \$218,080.00 @ 9% for 5 years = \$54,323.79 per annum. The TI/ is adjusted to \$8.69 PRSF/\$10.21 PABOASF.

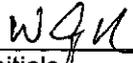
VI. Paragraph 11 is hereby deleted in its entirety and replaced as follows:

11. In accordance with Paragraph 1.9 (Building Shell Requirements) of SFO No. 7FL2114, the annual shell cost is established as \$165,592.69 yielding \$26.50 per RSF (\$31.12 per ABOASF) which is inclusive of the rental rate in Paragraph 3 for the period 07/15/11 through 07/14/2016. For the period 07/15/2016 through 07/14/2021, the annual shell cost steps up to \$236,117.34 yielding \$37.79 per RSF (\$44.38 per ABOASF) which is inclusive of the rental rate in Paragraph 3.

VII. Paragraph 13 is hereby deleted in its entirety and replaced as follows:

13. In accordance with Paragraphs 3.5 (Operating Costs) and 3.6 (Operating Costs Base) of SFO No. 7FL2114, the annual operating cost is established as \$41,918.66 yielding an escalation base of \$6.71 per RSF (\$7.88 per ABOASF) which is included in the rental rate in Paragraph 3 for the period 07/15/2011 through 07/14/2021.

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Lessor  Govt. 
 Initials Initials

