

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE 11/16/2010
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-04B-50807

ADDRESS OF PREMISES:
2700 South Commerce Parkway, Weston, Florida, 33331-3615

THIS AGREEMENT, made and entered into this date by and between SC Commerce Inc.
 whose address is 3111 N. University Drive # 404
 Coral Springs, Broward County, FL 33065-5059

Hereinafter-called Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to provide the Notice to Proceed with Construction, document the lease effective date, adjust the square footage requirement, adjust the annual rent, adjust the term and termination rights.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 30, 2010.

1. **Paragraph 1 of the lease contract is deleted in its entirety and replaced as follows:**
 A total of 6,609 rentable square feet (RSF) of office and related spare, consisting of 5,849 Ansi/Boma office area located at Weston Corporate Centre, 2700 South Commerce Parkway, Weston, Florida 33331-3615. Attached A – Approved construction drawings are hereby made part of the lease agreement

2. **Paragraph 2 of the lease contract is deleted in its entirety and replaced as follows:**
 TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 23, 2010 through November 23, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. **Paragraph 3 of the lease contract is deleted in its entirety and replaced 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	Rate per OASF	Monthly Rent
11/23/2010 – 11/22/2015	\$275,529.21	\$41.69	\$47.11	\$22,960.77
11/23/2015 – 11/22/2020	\$257,999.39	\$39.04	\$44.11	\$21,499.95

Note 1: The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square Square footage set forth in paragraph 1 above.
 Note 2: The rate per BOMA office area square foot (OASF) is determined by dividing the total annual rent by the BOMA Office area square footage set forth in paragraph 1.

4. **Paragraph 4 of the lease contract is deleted in its entirety and replaced as follows:**
 The Government may terminated this lease, in whole or in part, at any time on or after November 22, 2015, by giving the lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of terminations. Said notice shall be computed commencing with the day after the date of mailing.

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: SC.COMMERCE, INC. BY <u>John Kent, Jr.</u> (Signature)	<u>Vice President</u> (Title) <u>300 Campus Drive, 3rd Floor</u> <u>Florham Park, NJ 07932</u> (Address)
IN PRESENCE OF <u>Janice Ely Duhie</u> (Witness)	

UNITED STATES OF AMERICA: BY <u>[Signature]</u> (Signature)	GENERAL SERVICES ADMINISTRATION <u>CONTRACTING OFFICER</u> (Official Title)
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5. Paragraph 10 of the Lease Contract is deleted in its entirety and replaced as follows:

Based on this contract requirement, the TI costs are determined that are fair and reasonable. This lease agreement represents the landlord's Notice to Proceed (NTP) with the construction of the tenant space.

The Total Tenant Improvement (TI) Cost is \$101,786.80, established in the proposal dated 8/17/2010. The TI Cost of \$101,786.80 will be amortized over the 5-year firm term period of the lease contract at an interest rate of 8% leaving a balance on the tenant improvement allowance of \$124,627.99. The tenant improvement allowance is established at \$226,414.79 or \$38,71 per ABOASF.

The lessor understands that if the total Tenant improvement allowance is not used, the Government will adjust the rental rate downward to off-set the difference of the tenant improvement.

6. Paragraph 12 of the Lease Contract is deleted in its entirety and replaced as follows:

In accordance with Paragraph 3.11. (Measurement of Space) of SFO No. 7FL2274, the common area factor (CAF) is established at 16% based on 6,609 RSF and 5,849 ABOASF.

7. Paragraph 13 of the Lease contract is deleted in its entirety and replaced as follows:

In accordance with paragraph 3.5 (Tax Adjustment) of SFO No. 7FL2274, the percentage of Government occupancy is established at 13.42% (Based on a total building area of 78,487 and the Government's occupancy of approximately 5,849 USF). Percentage occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the minimum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, General Clauses.

8. Paragraph 24 of the Lease contract is deleted in its entirety and replaced as follows:

In accordance with SFO NO. 7FL2274, Paragraph 1.13, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the 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 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 paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payment 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 payment and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$22,960.77 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED]

Second Month's Rental Payment of \$22,960.77 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED]

END OF SECTION