

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT  
1

DATE

3/2/12

TO LEASE NO.

GS-04B-50810

ADDRESS OF PREMISE Courthouse Commons  
444 W. Railroad Avenue,  
West Palm Beach, FL 33401-4122

**THIS AGREEMENT**, made and entered into this date by and between GFB Courthouse Holdings Inc

whose address is 15050 NW 79<sup>th</sup> Ct, Suite 200  
Miami Lakes, FL 33016-5810

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 considerations hereinafter mentioned covenant and agree that the said Lease is amended, Effective, March 1, 2012, as follows:

A. Paragraph 1 of the lease is hereby deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 34,921 rentable square feet (RSF) of contiguous office an related space, consisting of 32,279 ANSI/BOMA Office Area Square Feet(ABOA) to be located as follows: 11,563ABOA on the on the 4<sup>th</sup> and 20,716ABOA on the 5<sup>th</sup> floor of the building know as Courthouse Commons, 444 W. Railroad Avenue, West Palm Beach, Florida 33401-4122, in addition to 75 reserved structured parking spaces on the fifth floor and roof of the parking garage."

B. Paragraph 2 of the lease is hereby deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of fifteen (15) years, beginning September 1, 2012 or upon acceptance of the tenant improvements, whichever is earlier, through, August 31, 2027. If the rent starts before the tenant improvements are completed and accepted, only the shell and operating rent will commence on September 1, 2012. The tenant improvements will be added into the lease upon inspection and acceptance of their competition.

C. Paragraph 3 of the lease is hereby deleted in its entirety and replaced with the following:

	Annual rent	Annual shell	Annual Operating	Annual Tenant Improvement
9/1/12-8/31/13	\$671,002.22	\$215,106.96	\$287,339.83	\$168,555.43
9/1/13-8/31/17	\$1,174,095.00	\$718,199.74	\$287,339.83	\$168,555.43
9/1/17-8/31/22	\$1,278,858.00	\$822,962.74	\$287,339.83	\$168,555.43
9/1/22-8/31/27	\$1,243,937.00	\$956,597.17	\$287,339.83	\$0.00

This Supplemental Lease Agreement contains two (2) pages.

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:** GFB Courthouse Commons

BY \_\_\_\_\_  
(Signature)

IN THE PRESENCE OF \_\_\_\_\_  
(Signature)

*President*  
\_\_\_\_\_  
(Title)

15050 NW 79 CT Suite 200 Miami Lakes  
\_\_\_\_\_  
(Address) FL 33016

**UNITED STATES OF AMERICA, GSA, PBS,**

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Contracting Officer  
(Official Title)

*JL*

**SUPPLEMENTAL LEASE AGREEMENT**

**No. 1**

**Page 2 of 2**

**TO LEASE NO.  
GS-04B-50810**

D. Paragraph 10 of the lease is hereby deleted in its entirety and replaced with the following:

"10. The rental rate in Paragraph 3 for the period of Year 1 through year 10 includes all tenant improvements. In accordance with Paragraph 3.2 of SFO 8FL2270, the Tenant Improvement Allowance (TI) provided in the lease is \$1,454,657.98, amortized at an interest rate of 3% over ten years yielding an annual cost of \$168,555.43 at a rate of \$4.83 per RSF. The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings. If the TI cost exceeds the allowance, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance is not used, the Government will adjust the rental rate downward to off-set the difference in the TI. The Lessor understands, in lieu of Cost and Pricing Date, his contractor or each of his sub-contractors shall solicit three bids for work completed as a part of the initial tenant alterations. The lowest responsive bid will be accepted. This does not apply to the shell build-out."

E. Paragraph 11 of the lease is hereby deleted in its entirety

F. Paragraph 12 of the lease is hereby deleted in its entirety and replaced with the following:

"12. In accordance with the SFO Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established at 38.58%. Based on Government occupancy of 34,921 rentable square feet and total building area of 90,523 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ANSI/BOMA Office Area square feet stated in the SFO, and in accordance with GSA Form 3517, General Clauses."

G. Paragraph 13 of the lease is hereby deleted in its entirety and replaced with the following:

"11. In accordance with the SFO 4.3 (Operating Cost Base) , of SFO 8FL2270, the annual operating rent is established as \$287,339.83 yielding an escalation base of \$8.23 per RSF, which is inclusive of the rental rate in Paragraph 3 for the period of Year 1 through 10."

H. Paragraph 14 of the lease is hereby deleted in its entirety and replaced with the following:

"14. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 8FL2270, the common area factor (CAF) is established as 8.1849% or 1.081849, based on 34,921RSF and 32,279ABOA."

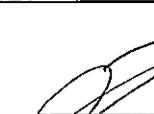
I. It is understood by all parties that

[REDACTED]

Initials:

  
\_\_\_\_\_  
Lessor

&

  
\_\_\_\_\_  
Govt