

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3 TO LEASE NO. GS-04B-50818 PS#0019995 DATE 6/2/11 PAGE 1 of 2

ADDRESS OF PREMISES Premier Turnpike Park, Building 3 – 2951 NW 27th Avenue, Pompano Beach, FL 33069-1007

THIS AGREEMENT, made and entered into this date by and between Duke-27 Avenue, LLC whose address is

600 E. 96th Street Indianapolis, IN 46240-3788

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 upon April 13, 2011, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) Three (3) is to provide beneficial occupancy, approve Change Order 2, and reconcile of the Tenant Improvement budget.

- 1. The Lease term is hereby established as April 13, 2011 to April 12, 2026, subject to such termination rights as may be provided in the lease.
- 2. The Government hereby approves Change Order Two (2) in the amount of (\$1,946.77). This credit is applied to the TI Budget reducing it from \$1,363,002.58 (pursuant to SLA 2) to \$1,361,055.81. This budget is inclusive of all approved change orders. The total lump sum payment due to the Lessor is \$516,925.40 due to the Lessor on completion, inspection, and approval of the work by the Government and receipt of an invoice.

Item	Description of Work	Cost
Change Order 2	Credit for change [redacted]	[redacted]
	Single phase to [redacted]	[redacted]
	Lessor OH&P	[redacted]
Total		(\$1,946.77)

Invoice for payment shall be submitted to: GSA Greater Southwest Finance Center (7BCP), PO Box 17181, Fort Worth TX, 76102 or to the GSA Finance Website at www.finance.gsa.gov. Your invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and the following Pegasys Document Number: PS#0019995.

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

Duke-27 Avenue, LLC, a Delaware limited liability company LESSOR
By: Duke Realty Limited Partnership, an Indiana limited partnership, its sole member
SIGNATURE By: Duke Realty Corporation, an Indiana corporation, its general partner Edward P. Mitchell
ADDRESS 2400 N. Commerce Parkway, Suite 405, Weston, FL 33326

IN PRESENCE OF
SIGNATURE Nina Soria NAME OF SIGNER Nina Soria
ADDRESS 2400 N. Commerce Pky, #405 Weston FL 33326
UNITED STATES OF AMERICA

SIGNATURE Louise Long NAME OF SIGNER Louise Long
OFFICIAL TITLE OF SIGNER GSA Contracting Officer

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM:				
04/13/2011 – 04/13/2026	ANNUAL RENT	MONTHLY RATE	RATE per RSF ¹	RATE per ABOA ²
Shell Rent	\$1,030,136.26	\$85,844.69	\$9.31	\$9.35
Operating Costs	\$203,613.00	\$16,967.75	\$1.84	\$1.85
Tenant Improvements	\$96,803.40	\$8,066.95	\$0.87	\$0.88
Full Service Rent	\$1,330,552.66	\$110,879.41	\$12.02	\$12.07

Note 1: The rate per Rentable Square Foot (RSF) is determined by dividing the total annual rent by the RSF set forth in Paragraph 1.
Note 2: The rate per ANSI/BOMA Office Area Square Foot (ABOASF) is determined by dividing the total annual rent by the ABOASF set forth in Paragraph 1.

Paragraph 5 is hereby deleted in its entirety and replaced with the following:

"5. The Government may terminate this lease, in whole or in part, at any time on or after April 12, 2021, the 10th year of the lease, by giving the Lessor at lease ninety (90) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computer commencing with the day after the day of mailing."

Paragraph 16 is hereby deleted in its entirety and replaced with the following:

"16. In accordance with Solicitation for Offers 9FL2324 Paragraph 4.3, *Operating Costs*, the annual operating cost is established as \$203,613.00 yielding an escalation base of \$1.84 per rentable square foot (\$1.85 ABOASF), rounded, which is included in the rental rate in Paragraph 3 for the period 4/13/2011 – 4/12/2026."

Paragraph 23 is restated:

"23. In accordance with Solicitation for Offers 9FL2324 Paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [redacted] percent for the firm term, ten (10) years, of the lease ("Commission"). The total amount of the Commission is [redacted]. The Lessor shall pay the Broker no additional commission associated with this lease transaction. In accordance with the Solicitation for Offers 9FL2324 Paragraph 2.4, *Broker Commission and Commission Credit*, 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 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. The [redacted] balance equating to [redacted] is to be paid to the Broker. This Commission is earned upon lease execution and payable (i) [redacted] when the Lease is awarded and (ii) [redacted] upon the earlier of Tenant's occupancy of the premises leased pursuant to the lease or the commencement date of the Lease".

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

First Month's Rental Payment \$110,879.39 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent;

Second Month's Rental Payment \$110,879.39 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent;

Third Month's Rental Payment \$110,879.39 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

INITIALS:  LESSOR
 GOVT