

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <u>1</u>	TO LEASE NO. <u>GS-O4B-50832</u>	DATE <u>11/23/2011</u>	PAGE <u>1 of 1</u>
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ADDRESS OF PREMISES  
 6565 Taft Street Hollywood, Florida 33024-4002

**THIS AGREEMENT**, made and entered into this date by and between LESSOR, POAL WK TAFT, LLC

whose address is 141 Washington Street, Suite 201 Lawrence, NY 11559-1669

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 which exceed the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 22, 2011, as follows:

- I. The rental set forth in Paragraph 3 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$350,539.84 to be amortized through the rent over the firm term of the Lease (60 Months) at the rate of 3.0%. This amount includes the original notice to proceed for \$349,887.94 and \$651.90 for three electric door strikes. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$75,584.90 per annum. In accordance with Solicitation for Offers 8FL2025 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted. An additional approved change order amount of \$2,727.27 will be paid to the Lessor in a lump sum as stated in Section II below.
  
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$2,727.27, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

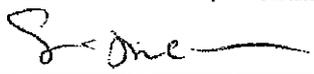
The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
 FTS and PBS Payment Division (7BCP)  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181

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

**LESSOR**

SIGNATURE 	NAME OF SIGNER <u>Shulam Jacobs</u>
ADDRESS <u>141 WASHINGTON AVE #201, LAWRENCE, NY 11559</u>	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER <u>Bahman Danesh</u>
ADDRESS <u>141 WASHINGTON AVE #201, LAWRENCE, NY 11559</u>	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER <u>James Thompson</u>
	OFFICIAL TITLE OF SIGNER <u>Contracting Officer</u>

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
James Thompson, Contracting Officer  
7771 W. Oakland Park Blvd. Suite 119  
Sunrise, FL 33351

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0021680

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

III. The Government-approved Construction Drawings by Progressive Design & Development Consultants Inc. which formed the basis for the tenant improvement costs are hereby incorporated into the lease.

IV. 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 from September 22, 2011 through September 21, 2021 subject to termination rights and renewal rights as may be hereinafter set forth."

V. Paragraph 3 of the lease is hereby amended as follows:

TERM	SHELL RENT	OPERATING RENT	TENANT IMPROVEMENT	ANNUAL RENT
09/22/11 thru 09/21/16	\$197,190.52	\$34,453.28	\$75,584.90	\$307,228.70
09/22/16 thru 09/21/21	\$228,635.52	\$34,453.28	\$0.00	\$263,088.80

VI. Paragraph 4 of the lease is hereby deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time on or after September 22, 2016 by giving at least 60 days notice in writing to the lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date after the date of mailing."

VII. In accordance with the SOLICITATION FOR OFFERS 8FL2025, Paragraph 2.4 the Lessor and the Broker have agreed to a cooperating lease commission of [redacted] 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] per month rounded, for three (3) months of the lease. 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 and forming a part of this 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 \$25,590.68 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent;  
Second Month's Rental Payment \$25,590.68 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent;  
Third Month's Rental Payment \$25,590.68 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

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

INITIALS: LESSOR  
GOV'T