

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 1

DATE

11/16/09

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B- 47868

ADDRESS OF PREMISES: 2nd floor of Brantley Commons , 12499 Brantley Commons Court, Ft. Myers, FL 33907

THIS AGREEMENT, made and entered into this date by and between Jarvis Development, LLC

whose address is: 2730 Shriver Drive
Ft. Myers, FL 33901

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 November 1, 2009, as follows:

1. This is your notice to proceed N/T/E the amount of \$219,884.11 as follows:

- | | |
|-------------------------|-----------------------------|
| 1. PERMITS LEE CNTY - | 17. FIRE RETARDNT PLYWOOD) |
| 2. GENERAL CONDITIONS- | 18. BUILDERS RISK INSURANCE |
| 3. MOBILZTN SNGL LD - | 19. [REDACTED] |
| 4. CONST. CLEANING - | 20. WINDOW BLINDS |
| 5. DOCUMENT REPROD. | 21. OPERABLE WALL METAL |
| 6. TELEPHONE - | 22. PAINTING |
| 7. TEMPORARY ELECTRIC - | 23. FLOORING |
| 8. TEMPORARY FACILITIES | 24. ALL SIGNAGE ALLOW. |
| 9. CONST. DUMPSTERS | 25. CABINETS |
| 10. SUPERVISION - | 26. LIABILITY INSURANCE |
| 12. WORKMANS COMP. | 27. MECHANICAL Climatrol |
| 13. ARCHITECTURAL | 28. FRAMING |
| 15. SECRTY/DRWLL/MESH | 29. EMERGENCY LIGHTING |
| 16. INTERIOR DOORS | 30. LAN |
| 31. FIRE APPLIANCES | |
| 32. FIRE EXTINGUISHERS | |

SUBTOTAL \$191,203.57

15% P & O TOTAL T/I ALLOWED \$219,884.11

Note: Items in bold are still in negotiations; however, the total should not exceed the amount shown. T/I in lease is = (\$40.57599 X2,110 sqft) \$85,615.34; The T/I is over the allowance in the amount of not to exceed \$134,268.77.

All other terms and conditions of the lease shall remain in force and effect. CONTINUED ON PAGE 2 OF 2

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

LESSOR Jarvis Development, LLC

BY

William S. Jarvis, Authorized Official (Signature)

IN PRESENCE OF

X (Signature)

(Address)

UNITED STATES OF AMERICA

BY

MILAGROS TORO (Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

Lease Contract GS-04B-47868

Supplemental Lease Agreement No. 01

Continuation Page 2 of 2 Pages

2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of NTE **\$134,268.77** upon completion of bids and approval of amounts in red on page one plus receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

3. 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

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

Milagros Toro
GSA Senior Realty Specialist
CONTRACTING OFFICER and COTR
GSA
400 West Bay Street, Suite 67 (Box 3)
Jacksonville, Florida 32202

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 #

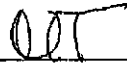
If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.


4. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease by reference.
5. The Lessor hereby waives restoration as a result of all improvements.
6. Paragraph 19 is hereby modified as follows to accurately reflect the Government's Commission credit as follows:

-First Month's Rental Payment \$9,062.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
-Second Month's Rental Payment \$ 9,062.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
-Third Month's Rental Payment \$ 9,062.89 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

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

----- LAST ITEM -----


Govt.


Lessor