

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 2	DATE <u>9/19/10</u>
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-04B- 47868
ADDRESS OF PREMISES: 2 nd floor of Brantley Commons , 12499 Brantley Commons Court, Ft. Myers, FL 33907		
THIS AGREEMENT, made and entered into this date by and between JDS, LLC.		
whose address is: 6765 Garland Street Ft. Myers, FL 33966-1114		
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 <u>February 23, 2010</u> , as follows:		
1. This is your notice to proceed N/T/E the amount of \$35,051.49 as follows:		
1. INTERIOR DOORS - 2. PLUMBING - 3. ELECTRICAL - 4. SPRINKLER SYSTEM - 5. FLOORING - Including change order 6. [REDACTED] - 7. BUILDERS RISK INSURANCE 8. TENANT PORTION LIABILITY INS. 9. TENANT PORTION WORKMAN'S COMP 10. Electrical Change Order #1 11. Electrical Change Order #2 12. Shelving Change Order 13. Electrical Change Order #3	[REDACTED]	- Adjustment from SLA#1 / revised back up received - Adjustment from SLA#1 / revised back up received - Adjustment from SLA#1 / revised back up received
SUBTOTAL		\$ 21,242.77
[REDACTED] Lessor's P & O, adjustment from SLA#1 [REDACTED] P & O [REDACTED]		[REDACTED]
TOTAL T/I ALLOWED		\$ 35,051.49
Note: T/I in lease is = (\$40.57599 X 2,110 sq.ft.) \$85,815.34; The T/I from SLA#1 is \$219,884.11, for an overage of \$134,268.77. The T/I adjustments and Change Orders from SLA#2 equal \$35,051.49; therefore a lump sum in the amount of \$35,051.49 is approved.		
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 JDS, LLC		
BY <u>[Signature]</u> Jim Boback, Authorized Official (Signature)	<u>6765 GARLAND ST. FT. MYERS, FL 33966</u>	
IN PRESENCE OF		
<u>[Signature]</u> (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <u>[Signature]</u> MILAGROS TORO (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION (Official Title)	

Lease Contract GS-04B-47868

Supplemental Lease Agreement No. 01

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2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$35,051.49** upon 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.

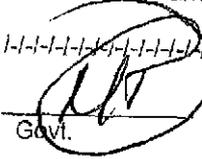
4. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease by reference.

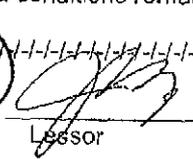
5. The Lessor hereby waives restoration as a result of all improvements.

6. Change of Ownership for both Lessor and Payee: JDS, LLC.
6765 Garland Street
Ft. Myers, FL 33966

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

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


Govt.


Lessor