

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-04B-47881 DATE 09/03/10 PAGE 1 of 2

ADDRESS OF PREMISES

3415 Frontage Road, Tampa, FL 33607-7011

THIS AGREEMENT, made and entered into this date by and between **GS Partnership, LLP** whose address is

5010 Bayshore Boulevard – Unit 2
Tampa, Florida 33611-3859

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 Government execution, as follows:

The purpose of this Supplement Lease Agreement 1 is to provide the Notice to Proceed for the Tenant Improvement Construction Budget and adjust the rental rate and commission rates.

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

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

<u>TERM</u>	<u>ANNUAL RENT*</u>	<u>RATE per RSF</u>	<u>RATE per OASF</u>	<u>MONTHLY RATE</u>
12/22/2010 – 12/21/2015	\$650,143.37	\$29.50	\$33.93	\$54,178.61
12/22/2015 – 12/21/2020	\$561,943.50	\$25.50	\$29.32	\$46,828.63

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF

Note 2. The rate per OASF is determined by dividing the total annual rental by the OASF.

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.

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

LESSOR

SIGNATURE *GS Partnership, LLP*
Maurice Garrett NAME OF SIGNER Maurice Garrett, Partner
ADDRESS

IN PRESENCE OF

SIGNATURE *Ellen Muñoz* NAME OF SIGNER Ellen Muñoz
[Redacted Signature] OFFICIAL TITLE OF SIGNER [Redacted Title]

UNITED STATES OF AMERICA

SIGNATURE *[Signature]* NAME OF SIGNER Mitagos L. Toro
OFFICIAL TITLE OF SIGNER GSA, CO

Paragraph 26 is hereby deleted in its entirety and replaced with

26. In accordance with the SOLICITATION FOR OFFERS 7FL2056, Paragraph 1.13, the Lessor and Broker have agreed to a SFO cooperating lease agreement of [REDACTED] of the firm term 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], [REDACTED] per month rounded, for two (2) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the attachment 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 \$54,109.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$54,109.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Paragraph 27 is hereby added to the lease:

27. **NOTICE TO PROCEED** - After review by the Government, Lessor's Tenant Improvement proposal dated August 27, 2010 is hereby approved in the amount not to exceed \$479,912.00. Of this amount \$479,912.00 shall continue to be amortized into the rent over the first five (5) years at an interest rate of 7.5%. Therefore the amortized tenant build out cost are \$115,397.42 per annum or \$6.02 per OASF or \$5.24 per RSF.

The Government, if approved by the Contracting Officer in writing, may adjust the amortized amount to reflect any additional Tenant improvement costs during the course of the project. Any Tenant Improvement amount above the original tenant allowance of \$758,088.28 will be paid pursuant to Paragraph 3.3 of the SFO."

INITIALS:  LESSOR
GOVT