

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NO. GS-04B-47881 DATE 10/16/10 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 2 is to accept Change Orders One (1) through Four (4) and adjust the rent and commission accordingly.

1. This serves as the official approval for change order number one (1), two (2), three (3), and four (4) in the amount not to exceed \$22,940.00. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposal, to complete the work to the Government's satisfaction. Upon completion, inspection, and approval of the work by the Government, the Lessor shall amortize the full amount of \$22,940.00 into the rent. The proposal for change order one (1) through four (4) are hereby attached and made a part of the lease. Changes order one (1) through four (4) consists of the following:

Item	Description of Work	Cost
Change Order 1	Replace existing blinds with new	
Change Order 2	Delete training powerpoles and use outlets	
Change Order 3	Final finish selections -- above allowance	
Change Order 4	Change wall tile to 20x20 and add bull nose	
Indirect Fees for all changes	Contractors OH&P, A/E, etc	
Total		\$22,940.00

The Tenant Improvement budget is altered to reflect the change order and now totals \$502,852.00. The full amount of \$502,852.00 will be amortized into the rent over the first five (5) years at an interest rate of 7.5% at a cost of \$5.49 RSF or \$6.31 OASF. The Government may adjust the rental rate to reflect any additional Tenant Improvement costs during the course of the project. Any amount above the original tenant allowance of \$758,088.28 will be paid by rental adjustment or lump sum, to be determined by the Government."

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 NAME OF SIGNER Maurice Garrett
Maurice Garrett, Partner
ADDRESS _____

IN PRESENCE OF

SIGNATURE [Signature] NAME OF SIGNER F. SANTO MARI
ADDRESS _____

UNITED STATES OF AMERICA

SIGNATURE [Signature] NAME OF SIGNER Magros J. Toro
OFFICIAL TITLE OF SIGNER GSA, CO

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 RSF¹</u>	<u>RATE per OASF²</u>	<u>MONTHLY RATE</u>
12/22/2010 – 12/21/2015	\$664,829.56	\$29.72	\$34.17	\$54,569.13
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.

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 \$54,569.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$54,569.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

INITIALS:  LESSOR
GOVT

GSA FORM 276 (REV. 8/2006) BACK