

SUPPLEMENTAL LEASE AGREEMENT

1/1/11 MT/GS

SUPPLEMENTAL LEASE AGREEMENT NO.

3

TO LEASE NO.

GS-04B-47881

DATE

3/1/14

PAGE

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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 3 is to accept Change Orders Five (5) through Ten (10) and adjust the rent and commission accordingly.

1. This serves as the official approval for change order number five (5), six (6), seven (7), eight (8), nine (9), and ten (10) in the amount not to exceed \$30,170.38. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposals, 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 \$30,170.38 into the rent. The proposals for change orders five through ten (5 – 10) are hereby attached and made a part of the lease. Changes orders five through ten (5 – 10) consist of the following (F & I stands for Furnish and Install):

Item	Description of Work	Cost
Change Order 5	F & I (3) 3/4" acrylic slats each at (24) openings in FEI area	
Change Order 6	F & I (24) new surface mounted light fixtures	
Change Order 7	Additional miscellaneous electrical work	
Change Order 8	F & I wood chair rail and trim around (2) lobby columns	
Change Order 9	F & I signage scope	
Change Order 10	F & I light fixtures over mirrors in both restrooms	
Indirect Fees for all changes	Contractors OH&P, A/E, etc	
Total		\$30,170.38

The Tenant Improvement budget is altered to reflect the change orders referenced above and now totals \$533,022.38. The full amount of \$533,022.38 will be amortized into the rent over the first five (5) years at an interest rate of 7.5% at a cost of \$5.82 RSF or \$6.68 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.

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

LESSOR

SIGNATURE

NAME OF SIGNER

JEROME A. SCHINE

ADDRESS

444 BALTIMORE AVE, TEMPLE TERRACE, FL 33617

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

A. ZUNIGA

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Hilagos L. Toro

OFFICIAL TITLE OF SIGNER

Contracting Officer

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	\$662,271.95	\$30.05	\$34.49	\$55,189.33
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 \$55,189.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$55,189.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Pursuant to Beneficial Occupancy of February 1, 2011, Paragraph 4 is hereby deleted in its entirety and replaced with:

4. The Government may terminate this lease, in whole or in part, at any time on or after 01/31/2016 by giving the Lessor at least one hundred and twenty (120) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

INITIALS: _____ LESSOR
 _____ GOVT

GSA FORM 276 (REV. 8/2006) BACK

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