

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 1

DATE

2/3/10

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B- 48805

ADDRESS OF PREMISES: Buschwood Park I, Suites 230 and 245, 3550 West Busch Blvd., Hillsborough County, Tampa, FL 33618

THIS AGREEMENT, made and entered into this date by and between BSHI Owner LLC

whose address is: c/o Eola Capital LLC, agent for BSHI Owner LLC,
One Independent Drive, Suite 1850
Jacksonville, FL 32202

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 December 15, 2009, as follows:

Paragraph 1 is hereby deleted in it's entirety and replaced as follows:

1. A total of 12,447 Rentable Sq.ft. (RSF), an increase of 3,800 RSF of office and related space, consisting of 10,753 ANSI/BOMA Office Sq.Ft. (ABOASF), an increase of 3,283 ABOASF, Buschwood Park I, Suites 230 and 245, 3550 West Busch Blvd., Hillsborough County, Tampa, FL 33618 Suite 245 will be occupied by another tenant through 12/31/09 and renovations will begin on that block January 1, 2010.

Paragraph 2 is hereby amended to reflect the lease term as May 1, 2010 – April 30, 2020.

Paragraph 3 is hereby deleted in it's entirety and replaced as follows:

Term	Annual Rent	Rate per RSF	Rate per OSF	Monthly Rate
05/01/10 – 04/30/15	\$384,487.83	\$30.89	\$35.756	\$32,040.65
05/01/15 – 04/30/20	\$345,902.13	\$27.79	\$32.17	\$28,825.18

Paragraph 4 is deleted and replaced as follows:

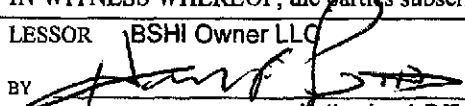
4. The Government may terminate this lease, in whole or in part, at any time on or after 4/30/15, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

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.

LESSOR BSHI Owner LLC

BY


, Authorized Official (Signature)

 2/2/10

IN PRESENCE OF


(Signature)


(Address)

UNITED STATES OF AMERICA

PAMELA MURPHY

BY


(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

SLA No. 1 - Page 2 of 3
Lease No. GS-04B-48805

Paragraph 9 is modified to describe the premises in Paragraph 1 of this SLA1 shall contain 10,753 ABOASF.

Paragraph 10 is deleted in it's entirety and replaced as follows:

10, The rent rate in paragraph 3 of the SF2 (lease) for the period 05/01/10 through 04/30/15 includes all Tenant Improvements which are \$49.4487 ABOASF. Of this amount, the first \$113,981.80 (\$10.60 x 10,753 OSF) is being provided by the Lessor at no cost to the Government. The remaining \$38.8487 (X 10,753) ABOASF (\$417,740.07) is amortized at 8% over 5 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings (DID's) provided by the Government. If the T/I cost exceeds \$49.4487 ABOASF (for up to 10,753 ABOASF, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$38.8487 ABOASF (the portion amortized) is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub- contractors shall solicit two (2) bids for work to be completed as a part of the initial tenant alterations. No shell items are to be included. In accordance with the Rate Structure, Attachment '1', the shell cost is established as \$18.89 ABOASF/\$16.32 RSF. In accordance with the Rate Structure, Attachment '1', the amortized portion of the T/I allowance is established as \$9.45 ABOASF / \$8.17 RSF (based on \$38.8487 ABOASF). In accordance with the Rate Structure, Attachment '1', the operating adjustment base is established as \$7.41 ABOASF / \$6.40 RSF and will be adjusted by the annual CPI per the SFO.

Paragraph 12 is deleted in it's entirety and replaced as follows:

12. In accordance with Paragraph 3.4 (Tax Adjustment), the percentage of Government occupancy is established as 14.97% rounded to 15% (based on 83,142 RSF and the Government's occupancy of 12,447 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.

Paragraph 14 is deleted in it's entirety and replaced as follows:

14. In accordance with Paragraph 3.9 (Common Area Factor), the common area factor (CAF) is established as 15.75% based on 12,447 RSF and 10,753 ABOASF

Paragraph 21 is deleted in it's entirety and replaced as follows:

21. In accordance with the SOLICITATION FOR OFFERS 7FL2014, Paragraph 1.13, "Broker Commission and the "Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the [REDACTED] commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The total amount of the commission is [REDACTED]. The amount of the Broker's fee is [REDACTED]. Lessor has agreed to pay [REDACTED] of "free rental" to the Government in lieu of a "Commission Credit". The Government's "free rental" is based on [REDACTED] and the Broker's commission is based on [REDACTED] for a total of [REDACTED] for this project. The amount of [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government. This free rental adjustment will remain constant regardless of the measurement of space. The [REDACTED] less [REDACTED] already paid and [REDACTED] already paid totals [REDACTED] which is due and payable to the Broker within 30 days of lease award (full execution of the SF2 and this SLA1).

NOTE: Notwithstanding Paragraph 3 of this SLA1, the shell rental payments due and owing under this lease shall be reduced per the schedule below to fully recapture the free rental cited in section 21 (or, "in the preceding paragraph") of this SLA1, in lieu of the 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:

HP
LESSOR

Gum
GOVT.

SLA No. 1 - Page 3 of 3
Lease No. GS-04B-48805

First Month's Rental Payment \$32,040.65 minus prorated Commission Credit of [REDACTED] equals
[REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$32,040.65 minus prorated Commission Credit of [REDACTED] equals
[REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$32,040.65 minus prorated Commission Credit of [REDACTED] equals
[REDACTED] adjusted Third Month's Rent.

////////////////////////////////////END OF SUPPLEMENT////////////////////////////////////

HCP
LESSOR

Govt
GOVT