

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-04B-50814	DATE 2/7/12	PAGE 1 of 4
ADDRESS OF PREMISES 3614 3 rd Street West, Manatee County, Bradenton FL 34205-8926			

THIS AGREEMENT, made and entered into this date by and between **Dahl Brothers Bradenton ICE, LLC**

whose address is: **2515 W. Watrous Avenue**
Tampa, FL 33629-5344

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:
WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 18, 2012 as follows:

1.) Paragraph 1 of the Lease is hereby deleted in its entirety and replaced to read as follows:

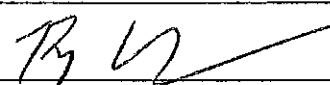
1. the lessor hereby leases to the government the following described premises: A total of 10,240 rentable square feet (RSF) of office and related space, which yields 8,904 ANSI/BOMA Office Area square feet (USF). In addition approx. 1200sf of attached garage space is included at no additional cost to the government. Located in a single story standalone building at 3614 3rd Street West, Manatee County, Bradenton FL 34205-8926 (the Premises), together with sixty (60) onsite parking spaces at no additional cost to the Government which are secured. For such purposes as determined by the General Services Administration.

2.) Paragraph 2 of the Lease is hereby deleted in its entirety and replaced to read as follows:

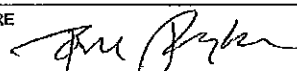
2. To have and to hold the said premises with their appurtenances for fifteen (15) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of the rental shall be January 18, 2012 and shall expire on January 17, 2027.

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

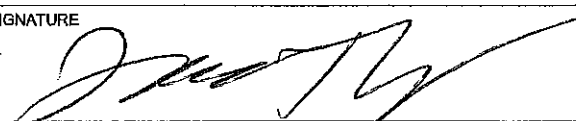
LESSOR

SIGNATURE 	NAME OF SIGNER Bryan Zinaber
ADDRESS 500 N. Westshore Blvd, Suite 750, Tampa, FL 33609	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER TOM RYBAK
ADDRESS 500 N. WESTSHORE BLVD. SUITE 750, TAMPA, FL 33609	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER James Thompson
	OFFICIAL TITLE OF SIGNER Contracting officer

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3.) Paragraph 3 of the Lease is hereby deleted in its entirety and replaced to read as follows:

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

Year	Annual Shell F.	Annual Operating	Annual Tenant Improvement Allowance	Annual Building Specific security Amortized Capital	Total Annual Rent
January 18, 2012 – March 17, 2012	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
March 18, 2012 – January 17, 2022	\$ 244,020.37	\$66,324.23	\$44,329.61	\$ 11,631.07	\$ 366,305.28
January 18, 2022 – January 17, 2027	\$244,019.45	\$66,324.23**	\$ 0	\$ 0	\$ 310,343.68

*First two months rent free. **Operating Costs as escalated

There shall be no abated, credited or free period with regards the Overtime Usage (24 hour HVAC) as indicated on Supplemental Lease Agreement Number 1 and it shall begin on the commencement date this rental (January 18, 2012). The lessor shall follow Paragraph 4.6 (Overtime Usage) for billing and payment for the 24 hour service.

4.) Paragraph 4 of the Lease is here by deleted in its entirety and replaced to read as follows:

4. The government may terminate this lease, in whole or in part, any time on or after 1/18/2022 by giving the Lessor at lease 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 date of mailing.

5.) Paragraph 9 of the Lease is here by deleted in its entirety and replaced to read as follows:

5. The Tenant improvement allowance (\$333,497.18) and Building specific security (\$87,502.01) will be amortized into the lease rent at 5.95% for 120 months. The first two months of tenant improvement allowance and Building Specific Amortized Capital are included in the free rent.

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INITIALS:

LESSOR

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6.) Paragraph 21 of the Lease is here by deleted in its entirety and replaced to read as follows:

6. In accordance with the Lease (GS-04B-50814) and SFO 2.7 Broker *Commission and Commission Credit*, CB Richard Ellis Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" pursuant to the Lease or the commencement date of the lease. Due to the Commission Credit described in Paragraph 2.7., only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the Third month of the rental payments since the first two months are free and continue until the credit has been fully recaptured.

Third month's rental payment of \$30,525.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$30,525.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

Fifth month's rental payment of \$30,525.44 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's rent).

7. The Lessor hereby approves a waiver of restoration for all areas affected by this alteration.

8. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. Invoices shall reference number PS0020699 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>

Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

All invoices shall be sent to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

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Paragraph 8 continued;

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
James Thompson
Contracting Officer
7771 W Oakland Park Blvd
Room 119
Sunrise, FL 33351

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- 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.

9. Fire and Casualty Damage (Revised): If the entire premises are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, the premises will be repaired by Lessor within 180 days of such fire or other casualty by diligent and continuous pursuit of such repair or restoration, and all rent will be wholly abated effective from the date of such partial destruction or damage. If such repair or restoration cannot be completed within such 180 day period, such repair or restoration shall be pursued diligently and continuously and completed as soon as is reasonably practicable. Nothing in this lease shall be construed as relieving the Lessor from liability for damage or destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

Attached;

Attachment "A" to SLA5 (GENERAL CLAUSES)

INITIALS:

LESSOR

GOV'T