

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-50816	DATE 6/23/11	PAGE 1 of 2
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ADDRESS OF PREMISES The Leroy Collins building, 7900 Oak Lane, 2nd Floor, Miami Lakes, Florida 33016-1515

THIS AGREEMENT, made and entered into this date by and between **The Graham Companies**

whose address is 6843 Main Street
Miami Lakes, FL 33014-2048

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease contract as indicated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 12, 2011, as follows:

Paragraphs 2, 3, 4 and 10 of the lease are hereby deleted in their entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on May 12, 2011 through May 11, 2021, subject to termination and renewal rights as may be hereinafter set forth."

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

TERM	ANNUAL RENT	RATE PER RSF ¹	RATE PER BOASF ²	MONTHLY RATE
5/12/2011 – 5/11/2016	\$467,962.63 ³	\$28.50	\$31.56	\$38,996.89
5/12/2016 – 5/11/2021	\$387,441.20 ⁴	\$23.60	\$26.20	\$32,286.77

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

Note 3. Shell Rent \$14.52 (\$238,374.84); Operating Costs \$5.89 (\$96,696.13); Tenant Improvements \$8.09 (\$132,891.66)

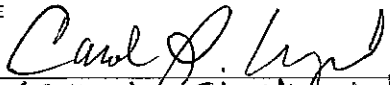
Note 4. Shell Rent \$17.71 (\$290,745.07); Operating Costs \$5.89 (\$96,696.13)"

"4. The Government may terminate this lease, in whole or in part, at any time on or after May 12, 2016, 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."


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

LESSOR The Graham Companies

SIGNATURE 	NAME OF SIGNER Carol G. Wyllie
ADDRESS 6843 Main St, Miami Lakes, FL 33014	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Robert S. Whitehead
ADDRESS 6843 Main St, Miami Lakes, FL 33014	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Michael F. Ellis
	OFFICIAL TITLE OF SIGNER Contracting Officer

"10. The rent rate in Paragraph 3 for years 1 through 5 includes all Tenant Improvements. The grand total cost for the construction of the tenant improvements is \$603,756.42. The breakdown is as follows:

- a. As detailed in SLA 2 the initial tenant improvement costs of \$248,437.47 for phase 1 and \$89,444.32 for phase 2 totaling \$337,881.79 and \$250,555.49 for Change Order 1 for a total cost of \$588,437.28.
- b. The Government hereby accepts the Lessor's tenant improvement costs of \$15,319.14 for Change Order 2 to provide, install and maintain improvements in accordance with the Lessor's proposal dated May 23, 2011 to include all necessary labor and materials.

The payment of these Tenant Improvement costs shall be broken down as follows (this supersedes SLA 2):

Amortized over the 5 year term of the lease:	\$ 559,274.48
Via lump sum as described in this agreement	<u>\$ 44,481.94</u>
Total:	\$ 603,756.42

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$44,481.94, upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

Payment will be made electronically through the finance website www.finance.gsa.gov. The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at FW-Paymentsearch.finance@gsa.gov

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

General Services Administration
Attn: Michael Ellis, Contracting Officer
7771 West Oakland Park Boulevard
Suite 119
Sunrise, Florida 33351

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the item(s) delivered
- GSA PDN Number (to be supplied by Contracting Officer after execution of this SLA)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Lessor hereby waives restoration.

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 this 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.