

SUPPLEMENTAL LEASE AGREEMENT

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| SUPPLEMENTAL LEASE AGREEMENT NO. 2 | TO LEASE NO. GS-04B-50838 | DATE 5/17/11 | PAGE 1 |
|---------------------------------------|------------------------------|-----------------|-----------|

ADDRESS OF PREMISES
Collier Place II, 3001 Tamiami Trail, Naples, Florida 34103-2715

THIS AGREEMENT, made and entered into this date by and between LESSOR, Baker and Baker Real Estate Developers, LLC whose address is

whose address is 75 Park Plaza
Boston, MA 02116-3941

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

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

Paragraph 10 of the lease is hereby deleted in its entirety and replaced as follows:

10. The rent rate in paragraph 3, the Tenant Improvement Allowance (TI) provided in the lease is \$40.58 OASF rounded or \$129,112.83 amortized at an interest rate of 8.00% over 10 years at a rate of \$5.91 per ABOASF (\$5.46 per RSF). The TI will be used to construct the interior space in accordance with the lease contract, the attached approved Design Intent Drawings and the scope of work provided with the lease. The overage in Tenant Improvement (TI) costs shall be reimbursed to the lessor in a one-time lump sum payment in the amount of \$ 129,966.33 which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative. The Lessor understands, in lieu of Cost and Pricing Data, each of the sub-contractors shall solicit two (2) bids for work completed as part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

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

LESSOR

SIGNATURE

NAME OF SIGNER

Paul R. Morano

ADDRESS

75 Park Plaza Ste 400 Boston, MA 02116

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Patricia DG

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Louise Long

OFFICIAL TITLE OF SIGNER

GSA Contracting Officer

SUPPLEMENTAL LEASE AGREEMENT NO. 02
LEASE NO. GS-04B-50838

This Supplemental Lease Agreement (SLA No. 02) has been prepared to issue acceptance and notice to proceed of the Lessor's proposal in the amount of \$259,079.16. The costs has been determined to be fair and reasonable. Any costs exceeding \$259,079.16 and not included in the approved T/I bids will require the written authorization of the Contracting Officer or designated representative.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at www.gsa.finance.gov. If you are unable to process the invoice electronically, you must mail the invoice to the following address:

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

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

General Services Administration
Attn: Louise Long
7771 W. Oakland Park Blvd.,
Suite 119
Sunrise, FL 33351-6737

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 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.

III. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A.

IV. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

The balance of this document is intentionally left blank.

INITIALS: _____ LESSOR
 _____ GOV'T

INITIALS: _____ & _____
 LESSOR GOV'T

GSA FORM 276 (REV. 8/2006) BACK