

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-50848	DATE 8/14/2012	PAGE 1 of 3
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ADDRESS OF PREMISES

2001 Siesta Drive, Sarasota FL 34239-5232

THIS AGREEMENT, made and entered into this date by and between **KIWI INVESTMENTS, LLC**

whose address is: **C/O REAGAN ASSET MANAGEMENT, LLC
711 SOUTH OSPREY AVENUE
SARASOTA, FL 34236-7852**

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 **June 14, 2012** as follows:

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


1. A total of 9,761 rentable square feet (RSF) of office and related space, which yields 8,586 ANSI/BOMA. Office Area square feet (USF) of space located on the 3rd floor of the building Located at 2001 Siesta Drive, Sarasota FL 34239-5232 (the Premises), to be used for such purposes as determined by the General Services Administration. Included in the rental consideration at no additional cost to the Government are sixty seven (67) surface parking spaces.

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

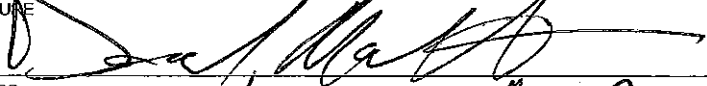
2. To have and to hold the said premises with their appurtenances for the term Beginning on June 7, 2012 and continuing for ten (10) years, five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of the rental shall be **June 7, 2012** and shall expire on **June 6, 2022**. The government may terminate this lease in whole or in part at any time on or after **June 6, 2017** by giving at least 120 days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR

SIGNATURE 	NAME OF SIGNER Mark Kautzman
ADDRESS 711 South Osprey Ave Sarasota FL 34236	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER David Matthes
ADDRESS 711 South Osprey Ave Sarasota, FL 34236	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Glynda Grieve
	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 Rate	Annual Base Cost of Service	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$ 124,550.36*	\$ 21,767.03	\$ 95,841.72**	\$ 242,159.11	\$ 20,179.92
6-10	\$ 130,504.57	\$ 21,767.03	0.00	\$ 152,271.60	\$ 12,689.30

* Reference SLA2 ** Reference SLA3

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers (SFO) and General Clauses. Rent for a lessor period shall be prorated. Rent checks shall be made payable to;

Kiwi Investments, LLC
 2001 Siesta Drive
 Sarasota, FL 34239-5200

The lessor is a Limited Liability Company and a small business. The tax Identification Number is 65-1010957. The DUNNS Number is 064428134. The signatory authority for Lessor is Dr. Mark Kaufman, Kiwi Investments, LLC.

4.) Paragraph 7 of the Lease is here by deleted in its entirety and replaced to read as follows;

7. The Lessor will be paid upon completion, inspection and acceptance of the Scope of Work by the Government. The total cost of the Tenant Improvements (TI) is \$423,049.90. (SLA3 Notice to Proceed (NTP) for TI \$413,122.28 plus change orders 5, 6, and 7,) See the attached Exhibit "A".

Rent includes a Tenant Improvements Allowance of \$357,165.58 (8,586 ABOA x \$41.5986) to be amortized through the rent over the firm term of the lease (60 Months) at the rate of six (6.0%) percent. In accordance with SFO Paragraph 3.3, *Tenant Improvements Rental Adjustment*, the Balance of the Tenant improvements \$65,884.32 will be paid in a lump sum payment.

5.) Paragraph 8 of the Lease is here by deleted in its entirety and replaced to read as follows;

8. In accordance with the Lease (GS-04B-50848) and SFO 2.2 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] value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's Occupancy of the premises leased pursuant to the Lease or the commencement date of the lease. Due to the Commission Credit described in Paragraph 2.2., only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the lease is awarded. 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. The rental amount payable 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 until the credit has been fully recaptured.

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Paragraph 8 Continued;

The First month's rental payment of \$20,179.92 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$20,179.92 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

6. 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 **PS0024072** 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:

GSA, Greater Finance Center
FAS 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's representative at the following address:

Glynda M. Grieve
U.S. GENERAL SERVICES ADMINISTRATION
REAL ESTATE ACQUISITION DIVISION (READ) – 4PR1A
7771 W. OAKLAND PARK BLVD. SUITE 119
SUNRISE, FL 33351

Attached;

Exhibit "A" (Change orders 5, 6, and 7)

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.

INITIALS: K LESSOR

GOV'T [Signature]