

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-61841	DATE 12/27/11	PAGE 1 of 3
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ADDRESS OF PREMISES **BCBS Building, 3811 NW 40th Terrace, Suite 200, Gainesville, FL 32606-6183**

THIS AGREEMENT, made and entered into this date by and between **Michael E Warren**

Whose address is: [REDACTED] 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 establish the lease commencement date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective **October 18, 2011**, as follows:

The purpose of this supplemental lease agreement is to establish a commencement date for the Lease in accordance with the GSA Form 3626.

Commencement date is hereby established as **October 18, 2011**. The Lease shall be in effect for the period October 18, 2011 through October 17, 2021.

WHEREAS, the parties hereto desire to amend the above lease to revise the lease terms as follows:


Page 2, Part III – Award

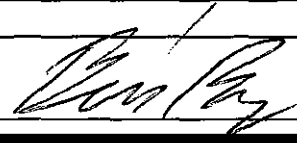
The Tenant Improvement paragraph is hereby deleted and the following paragraph is inserted:

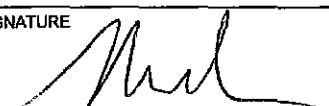
The total TI allowance shall be **\$58,491.22**, to be amortized at 6.5% over a period of 5 years for a total amortized TI cost of **\$68,666.85**, payable at the rate of **\$13,733.37** per year (\$ 7.7809 per RSF). The amount of TI amortized into the rent is subject to adjustment based on the actual TI allowance used. Any unused portion of the TI allowance will be offset in the rental payment via a reduction in the amortized amount.)

Page 3, Broker Commission Credit is hereby deleted in its entirety and the following is inserted:

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

LESSOR:	
SIGNATURE 	NAME OF SIGNER Michael E Warren
ADDRESS [REDACTED]	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Beau Beery
ADDRESS [REDACTED]	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Michael S. Ellis
	OFFICIAL TITLE OF SIGNER GSA Contracting Officer

BROKER COMMISSION AND COMMISSION CREDIT

For the purposes of this SFO, AmeriVet Real Estate Services Inc. (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement Date. If the Lease includes a Construction Schedule of Tenant Improvements and a methodology for adjusting the Lease Commencement Date for causes such as delays or phased occupancy, then the Lease Commencement Date for purposes of commission payment shall be determined by the Schedule, unless such date is superseded in a Supplemental Lease Agreement (GSA form 276). If the Lease does not include such Construction Schedule, the Date shall be as documented in a Supplemental Lease Agreement. As part of the offer, the offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

For the benefit of the Government, the Broker has agreed to forego [REDACTED] percent of any commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the "Commission Credit") shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

Total Commission: [REDACTED]
 Commission Rent Credit @ 40.0% [REDACTED]
 Commission to GSA Broker: [REDACTED]

Commission Credit to Monthly Rent:

<u>Month</u>	<u>Monthly Rent</u>	<u>Commission Rent Credit</u>	<u>Adjusted Monthly Rent</u>
1	\$ 4,113.09	[REDACTED]	[REDACTED]
2	\$ 4,113.09	[REDACTED]	[REDACTED]
3	\$ 4,113.09	[REDACTED]	[REDACTED]

For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph below. The amount of any commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

Page 20, ATTACHEMENT J TO GS-04B-61841 is hereby deleted and replaced with **ATTACHMENT J – RENTAL SCHEDULE – GAINESVILLE FL USDA OIG (UPDATED 10/25/2011)** attached hereto as page 3 of 3.

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

INITIALS: MSW & [Signature]
 LESSOR GOVT