

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04B-62141
ADDRESS OF PREMISES 2503 DEL PRADO BOULEVARD, CAPE CORAL, FLORIDA 33904-5791	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between Rapid Fire Development, LLC

Whose address is: 3328 NE 16th Court,
Ft. Lauderdale, FL 33305-3715

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 provide for alterations to the leased space.

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

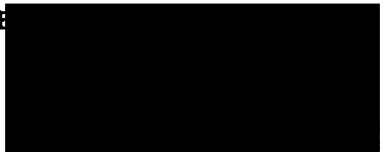
1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable monthly installments in arrears, at the following rates:

This Lease Amendment contains 2 pages.

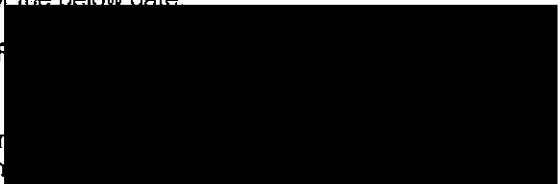
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR



Signature: _____
Name: _____
Title: Rapid Fire Development
Entity Name: Rapid Fire Development
Date: 5/23/14

FOR THE GOVERNMENT



Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/27/2014

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: _____
Date: 5/23/14

	AUGUST 1, 2014 – JULY 31, 2019 FIRM TERM		JULY 1, 2019 – AUGUST 31, 2024 NON-FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF ²	ANNUAL RENT	ANNUAL RATE/RSF ²
SHELL RENT	\$22,663.20	\$7.98	\$24,083.20	\$8.48
TENANT IMPROVEMENTS RENT ¹	NA	NA	NA	NA
OPERATING COSTS	\$ 14,362.82	\$5.06	\$ 14,362.82	\$5.06
BUILDING SPECIFIC SECURITY	NA	NA	NA	NA
TOTAL ANNUAL RENT	\$37,026.02	\$13.04	\$38,446.02	\$13.54

¹Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 2,607 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Intentionally deleted

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Intentionally Deleted

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. Studley Inc subcontracted to T. Dallas Smith & Company ("Broker") is the authorized real estate Broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to T. Dallas Smith & Company with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing 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 in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

INITIALS: GS & GOV'T
LESSOR GOV'T

Month 1 Rental Payment \$3,085.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$3,085.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to GSA Form 276 or Supplemental Lease Agreement shall be now hereby construed to mean "Lease Amendment".

B. The Government hereby accepts the Lessor's proposal to provide, install and maintain the following improvements in accordance with the Lessor's final proposal dated February 12, 2013 notice to proceed for alterations not to exceed \$370,875.00. Construction and alterations shall be in accordance with the specifications provided in the final approved construction costs dated March 11, 2014 to include all necessary labor and materials.

C. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment not to exceed \$370,875.00, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

D The Payment of the Tenant Improvement costs shall be broken down as follows:

Total Paid via Lump Sum	\$370,875.00
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A properly executed invoice requesting lump sum payment in the amount of \$370,875.00 must be submitted electronically to the GSA Finance Office and a copy of the invoice must be submitted to the Contracting Officer at:

General Services Administration
Attn: G. Grieve Lease Contracting Officer
7771 W. Oakland Park Blvd.
Suite 119, Sunrise, FL 33351

A proper invoice must include the following:

- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA Supplied PS Number PS
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address and be submitted on the company letterhead of the ownership entity. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below.
- 5) Be submitted electronically to: www.finance.gsa.gov
- 6) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

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 emailing FW-Paymentsearch.finance@gsa.gov.

Upon said payment, all removable non structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government at any time. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor without any further action of the parties

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.

INITIALS:

GS
LESSOR

&

[Signature]
GOVT