

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE
	TO LEASE NO. GS-04B- 50825	

ADDRESS OF PREMISES: Citizens Bank & Trust, 402 South Kentucky Avenue, Suite 220, Pasco County, Lakeland, FL 33801-5367

THIS AGREEMENT, made and entered into this date by and between **TP Twelve LLC**

whose address is: 401 South Dupont Highway
Georgetown, DE 19947-8801

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2011, as follows:

1.Paragraph 1 is hereby deleted in its entirety and replaced as follows:
 A total of 7,209 rentable square feet (RSF), consisting of 6,269 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related space at the Citizens Bank & Trust, plus eight (8) reserved, on-site parking spaces, located at 402 South Kentucky Avenue, Suite 220, Pasco County, Lakeland, FL 33801-5367

2.Paragraph 3 is hereby deleted in its entirety and replaced as follows:
 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 ABOASF ²	MONTHLY RATE
4/1/11 – 3/31/21	\$215,116.56	\$29.84	\$34.31	\$17,926.38
4/1/21 – 3/31/26	\$185,631.75	\$25.75	\$29.61	\$15,469.31

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.

3.Paragraph 9 is hereby deleted in its entirety and replaced as follows:
 The premises described in Paragraph 1 of this Standard Form 2 shall contain 6,269 ABOASF of office and related space, as identified in SFO No. 9FL2317 plus 8 reserved spaces.

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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 above date.

LESSOR BY <u>James E Brawner</u> (Signature) James E. Brawner, Authorized Official	TP Twelve, LLC by: 888 Realty Investors, LLC <u>Principal of 888 Realty Investors, LLC</u> (Title)
IN PRESENCE OF <u>Debbie Salter</u> (Signature)	<u>888 17th Street, NW Washington, DC</u> (Address)

UNITED STATES OF AMERICA BY <u>Louise Long</u> (Signature)	<u>Louise Long</u> LOUISE M. LONG, Contracting Officer GENERAL SERVICES ADMINISTRATION (Official Title)
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4.Paragraph 10 is deleted in its entirety and replaced as follows:

The rental rate in Paragraph 3 of this Standard Form 2 for the period April 1, 2011 through March 31, 2021 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 9FL2317, the Tenant Improvement allowance (T/I) provided in the lease is \$40.57599 per ANSI/BOMA Office Area square foot for 6,269 ABOASF or \$254,370.88 amortized at an interest rate of 6% over ten (10) years yielding an annual cost of \$33,891.10 at a rate of \$5.406 per ABOASF (\$4.70 per RSF). The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the agency and the lease. If the T/I cost exceeds \$40.57599 per ABOASF (for up to 6,269 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire tenant improvement allowance of \$40.57599 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit at least three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out.

5.Paragraph 11 is deleted in its entirety and replaced as follows:

In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9FL2317, the annual shell cost is established as \$124,427.34 yielding \$17.26 per RSF (\$19.85 per ABOASF) which is inclusive of the rental rate in Paragraph 3 for the period 4/1/11 through 3/31/21.

6.Paragraph 12 is deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 9FL2317, the percentage of Government occupancy is established as 10.7218%, rounded to 10.7% (based on total building area of 67,237 RSF and the Government's occupancy of approximately 7,209 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.

7.Paragraph 13 is deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.3 (Operating Costs and Base) of SFO No. 9FL2317, the annual operating cost is established as \$56,806.92 yielding an escalation base of \$7.88 per RSF (\$9.06 per ABOASF) which is inclusive of the rental rate in Paragraph 3 for the period 4/1/11 through 3/31/21.

8.Paragraph 14 is deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.1.C (Common Area Factor) of SFO No. 9FL2317, the common area factor (CAF) is established as 15% or 1.149944, based on 7,209 RSF and 6,269 ABOASF.

Initials: JEB
Lessor

LL
Government

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Government