

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 2	DATE 5/10/12
	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 May 10, 2011, as follows:

1.Paragraph 1 is hereby deleted in its entirety and replaced as follows:

A total of 7,005 rentable square feet (RSF), consisting of 6,091 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 2 and 3 are hereby deleted in their 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	SHELL per RSF	OP per RSF <sup>3</sup>	TI per RSF	RATE per RSF <sup>1</sup>	RATE per ABOASF <sup>2</sup>	MONTHLY RATE
8/1/11 - 7/31/21	\$209,029.20	\$17.21	\$7.93	\$4.700	\$29.84	\$34.32	\$17,419.10
8/1/21 - 7/31/26	\$180,378.75	\$17.82	\$7.93		\$25.75	\$29.61	\$15,031.56

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.

Note 3. The operating cost is subject to annual escalation

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 6,091 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 TP Twelve, LLC by: 888 Realty Investors, LLC

BY James E. Brawner  
(Signature) James E. Brawner, Authorized Official

IN PRESENCE OF Phyllis Kayas  
(Signature)

Principal  
(Title)  
805 17th St, NW, Suite 205  
Washington, DC 20006  
(Address)

UNITED STATES OF AMERICA

BY Louise M. Long  
(Signature)

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 August 1, 2011 through July 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 6,091 ABOASF or \$247,148.36 amortized at an interest rate of 6% over ten (10) years yielding an annual cost of \$32,926.24 at a rate of \$5.41 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 6,091 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 (2) 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 \$120,553.31 yielding \$17.21 per RSF (\$19.79 per ABOASF) which is inclusive of the rental rate in Paragraph 3 for the period 8/1/11 through 7/31/21.

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 10.4184%, rounded to 10.4% (based on total building area of 67,237 RSF and the Government's occupancy of approximately 7,005 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 \$55,549.65 yielding an escalation base of \$7.93 per RSF (\$9.12 per ABOASF) which is inclusive of the rental rate in Paragraph 3 for the period 8/1/11 through 7/31/21.

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 7,005 RSF and 6,091 ABOASF.

Initials: JEB  
Lessor

LmZ  
Government

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9. Paragraph 22 is hereby deleted in its entirety and replaced as follows:

In accordance with SFO No. 9FL2317, Paragraph 2.7, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: One-hundred percent (100%) being paid to the broker is due and payable within 30 days after lease award (full execution). Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted monthly rent.

First Month's Rental Payment of \$17,419.10 minus the prorated Commission Credit of [REDACTED] equals the adjusted First Month's Rent of [REDACTED].

Second Month's Rental Payment of \$17,419.10 minus the prorated Commission Credit of [REDACTED] equals the adjusted Second Month's Rent of [REDACTED].

Third Month's Rental Payment of \$17,419.10 minus the prorated Commission Credit of [REDACTED] equals the adjusted Third Month's Rent of [REDACTED].

Fourth Month's Rental Payment of \$17,419.10 minus the prorated Commission Credit of [REDACTED] equals the adjusted Fourth Month's Rent of [REDACTED].

Fifth Month's Rental Payment of \$17,419.10 minus the prorated Commission Credit of [REDACTED] equals the adjusted Fifth Month's Rent of [REDACTED].

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Lessor                                      Government

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10. The Government hereby issues a Notice to Proceed for Tenant Improvements in the amount of \$432,833.91, as broken out in the T/I bid summary dated March 25, 2011, revised and received April 15, 2010, for the amount of \$402,458.70, for the Architectural Fees totaling \$13,727.76, and the project management fee totaling \$16,647.45 as broken out on the backup received April 25, 2011. The total costs for tenant improvements are \$432,833.91.
11. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$185,685.55, upon receipt of an original invoice after completion, inspection, and acceptance by the Contracting Officer.  $(6,091 \times 40.57599 \text{ per ANSI/BOMA Office Area square foot} = \$247,148.36 \text{ amortizable T/I. } \$432,833.91 - \$247,148.36 = \$185,685.55 \text{ T/I overage.}$
12. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A.
13. The Lessor hereby waives restoration as a result of all improvements.

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

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Lessor

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