

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 7	TO LEASE NO. GS-04B-48841	DATE 7/30/12	PAGE 1 of 7
ADDRESS OF PREMISES 8860 Salrose Lane, Fort Myers, Florida 33912-2075			

THIS AGREEMENT made and entered into this date by and between Procacci Fort Myers, LLC.

whose address is 925 South Federal Highway, Suite 400, Boca Raton, Florida 33432-6145

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

WHEREAS, the parties hereto desire to amend the above Lease Contract to increase the leased square footage.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon acceptance of build out of the expansion space described below as Block B, as follows:

1. Paragraph 1, of the SF2, of the lease is hereby deleted in its entirety and replaced as follows:

Location and Square Footage:

The Lessor hereby leases to the Government the following described premises:

A total of 35,413 Rentable Square Feet (RSF) of office and related space, which yields 30,938 ANSI/BOMA Office Area Square Feet (OASF) at 8860 Salrose Lane, Ft. Myers, Florida 33912-2075 as indicated on the attached Floor Plan marked Exhibit B, along with forty-nine (49) non-reserved and fifty (50) secure, reserved surface parking spaces to be provided at no extra cost to the Government as shown on the attached final survey marked Exhibit C. Also included in the rent, at no additional cost to the Government, is space on the roof for installation of a roof-mounted antenna.

The premises consist of two blocks of space as follows:

Block A – 34,312 Rentable Square Feet (RSF) / 29,837 ANSI/BOMA Office Area Square Feet (OASF) (The space indicated on the Floor Plan attached as Exhibit B, less the Block B space)


Block B – 1,101 Rentable Square Feet (RSF) / 1,101 ANSI/BOMA Office Area Square Feet (OASF) (The space indicated on the Floor Plan attached as Exhibit D)

2. Paragraph 3, of the SF2, of the lease is hereby amended as follows:

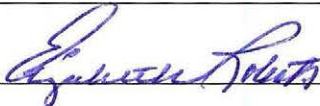
The Government shall pay Lessor annual rent in monthly installments in arrears as set forth in the attached rent schedule marked Exhibit A.

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


LESSOR

SIGNATURE Procacci Fort Myers, LLC 	NAME OF SIGNER Philip J. Procacci, Managing Member
ADDRESS 925 South Federal Highway, Suite 400, Boca Raton, FL 33432	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Elizabeth Roberts
ADDRESS 925 South Federal Highway, Suite 400, Boca Raton, FL 33432	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER James Thompson
	OFFICIAL TITLE OF SIGNER contracting officer

3. Paragraph 9, of the SF2, is hereby deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 96.4% (Based on Government occupancy of 35,413 rentable square feet and total building area of 36,721 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection in accordance with GSA Form 3517, GENERAL CLAUSES.

4. Paragraph 10, of the SF2, is hereby deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.3 of the SFO (Operating Costs), the escalation base is established as \$4.62 (PRSF) rounded or \$163,608.06 per annum.

5. With respect to the Block B space, Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to complete the work in accordance with the attached floor plan for the Block B space marked as Exhibit D, in the amount to be determined utilizing the competitive bid process outlined in the construction paragraphs of the lease. Alterations shall be completed within 120 calendar days of the Government's execution of this Supplemental Lease Agreement (SLA). Upon acceptance of the alterations, a lump sum payment will be made following submission of a proper invoice and required documents stated in the paragraph below.

A properly executed invoice, including the PDN Number _____ shall be submitted to GSA Finance Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth Texas 76102-0181, with a copy to the Contracting Officer at the General Services Administration, 7771 W Oakland Park Blvd, Sunrise FL 33351, Attn: James Thompson. A proper invoice will reference the Lease Number, the Supplemental Lease Agreement Number, the amount billed, the work completed and the PDN Number. A copy must be submitted to both GSA Finance, in Fort Worth Texas and to the Contracting Officer.

6. Paragraph 2 of Standard Form 2 of the lease, as modified by Paragraph C. of SLA 06, is hereby deleted and replaced as follows:

TERM:

Block A – TO HAVE AND TO HOLD the said premises with their appurtenances for the FIFTEEN (15) YEAR firm term beginning on April 15, 2011 and continuing through April 14, 2026, subject to termination and renewal rights, as may be hereinafter set forth.

Block B – TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN (10) YEAR FIVE (5) YEAR firm term beginning upon the substantial completion of the space, and acceptance by the Contracting Officer as satisfactorily complete. The commencement date of the Block B space, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Contracting Officer.

7. Paragraph 1.3 of SFO No. 7FL2119, as modified by Paragraph E. of SLA 06, is hereby deleted and replaced as follows:

The lease term for Block A is a fifteen (15) year firm term. The lease term for Block B is a ten (10) year five (5) year firm term. All the terms and conditions contained herein shall prevail throughout the term of the lease.

8. The Government may terminate this lease as it applies to the Block B space only at any time on or after the fifth full year of the Block B term, by giving the Lessor at least sixty (60) days notice in writing. No rental for the Block B space shall accrue after the effective date of the termination as it applies to Block B. Said notice shall be computed commencing with the day after the mailing.

Exhibits:

- A – Rent Schedule
- B - Floor Plan, Entire Building
- C - Survey
- D - Floor Plan, Block B

****LAST ITEM****

INITIALS:  LESSOR
GOVT

GSA FORM 276 (REV. 8/2006) BACK