

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4	DATE <u>11/29/11</u>
		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: 888 17th Street, N.W., Suite 205, Washington, D.C. 20006-3313

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 October 1, 2011, as follows:

SLA 3 is deleted in its entirety.

1. Paragraphs 2 and 3 are hereby deleted in their entirety and replaced as follows:

The lease term is established as 9/1/11 – 8/31/26 with termination rights reflected in Paragraph 4.

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 ³	TI per RSF	RATE per RSF ¹	RATE per ABOASF ²	MONTHLY RATE
9/1/11 - 8/31/21	\$209,029.20	\$17.21	\$7.93	\$4.700	\$29.84	\$34.32	\$17,419.10
9/1/21 - 8/31/26	\$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

2. Paragraph 4 is hereby amended to reflect the termination right date as 9/1/21.

----- Continued on Page 2 of 3 -----

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 <u>James E. Brawner</u> (Signature) James E. Brawner, Authorized Official	<u>Principal</u> (Title)
IN PRESENCE OF <u>John N. Holm</u> (Signature)	<u>888 17th Street Suite 205 NW Washington DC</u> (Address)

UNITED STATES OF AMERICA BY <u>Louisi M. Long</u> (Signature)	<u>Louisi M. Long</u> LOUISE M. LONG, Contracting Officer GENERAL SERVICES ADMINISTRATION (Official Title)
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3. The Government hereby issues a Notice to Proceed for the following Tenant Improvement change orders in the amount of \$ 38,769.52 as follows:

Change Order No. 4 - Plastering, Painting, Electric, changes & downtime	██████████
Change Order No. 6 - Add low voltage and add'l electrical outlets	██████████
Change Order No. 9 - Add'l electrical	██████████
Change Order No. 10 - Painting of exposed conduit	██████████
Change Order No. 11 - Add'l conduit and boxes	██████████
Change Order No. 12 - Changes re paint,elec, glass, cleaning, lock,etc.	██████████
4 #3 strikes for Kaba Mas X09. 2 of these 4 are for installation; other 2 to be given to	██████████
██████████	██████████
Total	██████████
Including ██████████ for PM =	██████████
Total	<u>\$38,769.52</u>

Change Orders approved during walkthrough and subsequent to the walkthrough:	
Change Order No. 14 - Wireless Door Bell - Installed at Govt. direction wrong way	██████████
Change Order No. 15 - Trip Charges for Locksmith	██████████
Change Order No. 16 - Reinstalation of wireless door bell-hard wire type system	██████████
Architect and MEP Site Visits CA Services,& Reimbursables related to T/I	██████████
Total	██████████
██████████ for PM =	██████████
Total	<u>\$3,346.93</u>

<u>Overall Total</u>	<u>\$42,116.45</u>
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Tenant improvement allowance is \$247,148.36 as shown in SLA2 -- T/I totals \$474,950.36 for an overage of \$185,685.55 in SLA2 plus change orders above totaling \$42,116.45 (SLA4) = \$227,802.00 total overage. 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 for SLA 2 and \$42,116.45 for SLA4, upon receipt of an original invoice after completion, inspection, and acceptance by the Contracting Officer.

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 the 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 email at FW-Paymentsearch.finance@gsa.gov.

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Louise Long
7771 West Oakland Park Boulevard
Suite 119
Sunrise, Florida 33351

A proper invoice must include the following:

*Invoice date

*Name of the Lessor as shown on the Lease

*Lease contract number, building address, and a description of work; price reconciliation; and quantity of the item(s) delivered.

*GSA PDN Number **PS 0022141**

-If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract signature authority must sign it.

Initials:

JCB

Lessor

L2

Government

4. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A, as amended by change orders listed above.
5. The Lessor hereby waives restoration as a result of all improvements.
All other terms and conditions remain in full force and effect.

Page 1 of the SF2 is corrected to reflect Lessor as:
TP Twelve, LLC
888 17th Street, N.W., Suite 205
Washington, DC 20006-3313

Paragraph 6 of the SF2 is amended to reflect the payee as:

TP Twelve, LLC
888 17th St., NW, Suite 205
Washington, DC 20006-3313

//////////////////////////////////// End of SLA4 //////////////////////////////////////

Initials: JCB ZZ
Lessor Government