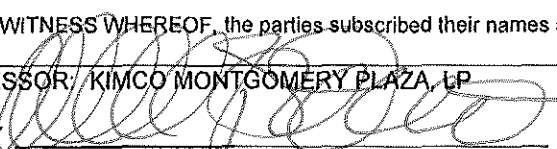
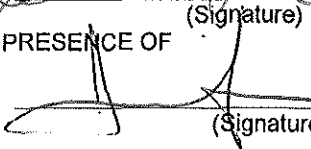



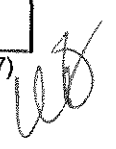


<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>		SUPPLEMENTAL AGREEMENT NO. 4	DATE 1/27/11
		TO LEASE NO. GS-07B-16725	
ADDRESS OF PREMISES:      MONTGOMERY PLAZA 2800 W. 7 <sup>TH</sup> STREET FT. WORTH, TEXAS 76107-2244			
<p>This agreement made and entered into this date by and between KIMCO MONTGOMERY PLAZA, LP          whose address is:    3333 NEW HYDE PARK ROAD, SUITE 100                                           NEW HYDE PARK, NY 11042-1205</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>The purpose of this Supplemental Lease Agreement (SLA) No. 4, to lease GS-07B-16725, is to amend the lease as stated below.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated March 9, 2010 is amended, effective upon execution by the Government, as follows:</p> <p>1. This SLA represents your Notice To Proceed on the requested change orders in accordance with Exhibit A (6 pages), attached and made part of this Lease.</p> <p>The changes identified in Exhibit A are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services.</p> <p>The change described in the attached Exhibit A pursuant to this SLA shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.</p> <p style="text-align: center; margin-top: 20px;"><i>Continued on Page 2 of 2</i></p>			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR: KIMCO MONTGOMERY PLAZA, LP BY  (Signature) IN PRESENCE OF  (Signature)		 (Signature)  (Address)	
UNITED STATES OF AMERICA BY  (Signature)		CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5A18, Fort Worth, TX 76102 (Official Title)	

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2. Paragraph 8 of the Lease shall be deleted in its entirety and the following substituted therefore:

"8. The total cost of the tenant improvements for this project are \$260,233.67 (minus Building Security amount of \$9,146.00), based on requirements as outlined in SFO No. 8TX2421 and the [REDACTED] program of requirements. The tenant improvement total includes the following:

1. Base Bid for Construction (minus Building Security amount of \$9,146.00) = **\$151,327.05**
2. Addendum #1 and #2, totaling **\$44,802.00**
3. Project Management fee of 6% of the TI and BSAC work  $(\$160,473.05 + \$44,802) \times 6\% =$  **\$12,316.50**
4. Architectural Services at \$2.50 psf of the Lease space  $(4,535 \text{ s.f.} \times \$2.50 \text{ psf}) =$  **\$11,337.00**
5. Architectural/MEP change orders to incorporate the Addendums(s) 1 and 2 =  $(\$4,125 + \$7,500 + \$2,341.87) =$  **\$13,966.87**
6. Change Order #3 – New Window Jambs and tempered glass totaling **\$1,187.20**
7. Change Order #4 – Revised AT&T Closet totaling **\$13,990.41**
8. Change Order #9 – Fire wall sleeve for cable tray totaling **\$2,858.29**
9. Change Order #11 – Front door logo awning totaling **\$1,563.35**
10. Additional A/E & Mechanical Services Fees totaling **\$6,885.00**

Of the \$260,233.67, only \$153,131.89 is included in the Shell Rental Rate in Lease Paragraph 3. GSA shall pay via lump sum \$107,101.78 for the improvement overage  $(\$260,233.67 \text{ total cost} - \$153,131.89 \text{ allowance} = \$107,101.78)$ .

The Lessor receiving payment for the lump sum charge shall issue the invoice. Additionally, the invoice shall include a unique invoice number and cite the following PDN number "PS0018632" [Invoices submitted without the PDN are immediately returned to the Lessor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

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

General Services Administration  
Attn: GSA CONTRACTING OFFICER, Jamie Simpson  
819 Taylor Street  
Room 5A18  
Ft. Worth, TX 76102

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, price, and quantity of the items delivered
- GSA PDN # PS0018632

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

3. All other terms and conditions of the Lease shall remain in force and effect.

INITIALS	
GOV'T	LESSOR
<i>jl</i>	<i>[Signature]</i>

*86 11/4/2011*  
*BSL*  
*1.14.11*