

<p align="center"><b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b></p> <p align="center"><b>LEASE AMENDMENT</b></p>	<p>LEASE AMENDMENT No. 2</p>
<p>ADDRESS OF PREMISES 2503 DEL PRADO BOULEVARD, CAPE CORAL, FLORIDA 33904-5791</p>	<p>TO LEASE NO. GS-04B-62141</p> <p>PDN Number: N/A</p>

**THIS AGREEMENT**, made and entered into this date by and between Rapid Fire Development, LLC

Whose address is: 3328 NE 16th Court  
Ft. Lauderdale, FL 33305-3715

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

**WHEREAS**, the parties hereto desire to amend the above lease to provide for alterations to the leased space.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2014 as follows:

**A. LEASE TERM** is hereby deleted in its entirety and replaced as follows:

To Have and To Hold the said Premises with their appurtenances for the term beginning October 1, 2014 through September 30, 2024. The government may terminate this lease, in whole or in part, after September 30, 2019. Refer to paragraph 1.05 of the lease.

**B. GSA Form L201C, Section 1.03, Paragraph A** is hereby deleted in its entirety and replaced as follows:

A. The Government shall pay the Lessor annual rent, payable monthly installments in arrears, at the following rates:

This Lease Amendment contains 3 pages.

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 below date.

[Redacted Signature Area]

**FOR THE GOVERNMENT:**  
[Redacted Signature Area]

Title: \_\_\_\_\_  
Entity Name: Rapid Fire Development  
Date: 12/5/14

Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 12/5/14

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

	OCTOBER 1, 2014 – SEPTEMBER 30, 2019 ANNUAL RENT	OCTOBER 1, 2019 – SEPTEMBER 30, 2024 ANNUAL RENT
SHELL RENT <sup>1</sup>	\$22,663.20	\$24,083.20
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0	\$0
OPERATING COSTS <sup>3</sup>	\$ 14,362.82	\$ 14,362.82
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$0	\$0
PARKING RENT <sup>5</sup>	\$0	\$0
<b>TOTAL ANNUAL RENT</b>	<b>\$37,026.02</b>	<b>\$38,446.02</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$7.98 per RSF multiplied by 2,840 RSF

(Non Firm Term) \$8.48 per RSF multiplied by 2,840 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 0 years.

<sup>3</sup>Operating Costs rent calculation: \$5.06 per RSF multiplied by 2,840 RSF. Operating rent is inclusive of CPI through 2014.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are for 6 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0 per reserved space and \$0 per structured space per month.

\*Rates may be rounded.

**C. 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)** is hereby deleted in its entirety and replaced as follows:

A. Studley Inc subcontracted to T. Dallas Smith & Company ("Broker") is the authorized real estate Broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to T. Dallas Smith & Company with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$3,085.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$3,085.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

D. GSA Form L201C, Section 1.05, is hereby deleted in its entirety and replaced as follows:

**"1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after September 30, 2019, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

E. The Government hereby accepts the Lessor's proposal to provide, install and maintain the following improvements in accordance with the Lessor's final proposal dated February 12, 2013 notice to proceed for alterations not to exceed \$350,316.08. Construction and alterations shall be in accordance with the specifications provided in the final approved construction costs dated March 11, 2014 to include all necessary labor and materials.

F. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment not to exceed \$350,316.08, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

INITIALS:  LESSOR &  GOVT

Total Paid via Lump Sum \$350,316.08

A properly executed invoice requesting lump sum payment in the amount of \$350,316.08 must be submitted electronically to the GSA Finance Office and a copy of the invoice must be submitted to the Contracting Officer at:

General Services Administration  
Attn: G. Grieve Lease Contracting Officer  
7771 W. Oakland Park Blvd.  
Suite 119, Sunrise, FL 33351

A proper invoice must include the following:

- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA Supplied PS Number PS0030364
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address and be submitted on the company letterhead of the ownership entity. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below.
- 5) Be submitted electronically to: [www.finance.gsa.gov](http://www.finance.gsa.gov)
- 6) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

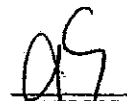
Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by emailing [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov).

Upon said payment, all removable non structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government at any time. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor without any further action of the parties

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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INITIALS:

  
LESSOR

&

  
GOV'T