

GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 3

DATE 10-8-10

TO LEASE NO. GS-07B-16725

ADDRESS OF PREMISES: MONTGOMERY PLAZA 2600 W. 7TH STREET FT. WORTH, TEXAS 76107-2244

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

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

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement (SLA) No. 3, to lease GS-07B-16725, is to amend the lease as stated below.

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:

1. This SLA represents your Notice to Proceed (NTP) with the tenant improvements effective September 29, 2010. The lease requires completion of the construction no later than 90 working days excluding federal holidays from the latter of i) Government issuance of NTP or ii) receipt of all municipal permits and approvals that allow commencement of construction.

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 \$233,749.42 (minus Building Security amount of \$9,146.00), based on requirements as outlined in SFO No. 8TX2421 and the NARA 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.
3. Project Management fee of 6% of the TI and BSAC work (\$160,473.05 + \$44,802) x 6% = \$12,316.50
4. Architectural Services at \$2.50 psf of the Lease space (4,535 s.f. x \$2.50 psf) = \$11,337
5. Architectural/MEP change orders to incorporate the Addendums(s) 1 and 2 = (\$4,125 + \$7,500 + \$2,341.87) = \$13,966.87

Of the \$233,749.42, only \$153,131.89 is included in the Shell Rental Rate in Lease Paragraph 3. GSA shall pay via lump sum \$80,617.53 for the improvement overage (\$233,749.42 total cost - \$153,131.89 allowance = \$80,617.53).

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: KIMCO MONTGOMERY PLAZA, LP

BY [Signature] (Signature)

[Signature] (Title)

IN PRESENCE OF

[Signature] (Signature)



UNITED STATES OF AMERICA

BY [Signature] (Signature)

CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5A18, Fort Worth, TX 76102 (Official Title)

Handwritten notes: R.S. 10.4.10, 88 10/4/10

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. 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. Paragraph 14 of the lease shall be deleted in its entirety and the following substituted therefore:

"14. Security costs in the total amount of \$9,146.00 shall be amortized through the rent for 60 months at a rate of 6%."

4. All other terms and conditions of the lease shall remain in force and effect.

- END OF SLA No. 3 -

INITIALS

GOV'T	LESSOR
<i>JS</i>	<i>[Signature]</i>

[Signature]
JS