

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5	DATE <u>3-10-11</u>
	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. 5, is to accept the space for beneficial occupancy, correct the total amount of Building Security Amortized Cost, and adjust the total lump sum payment due. All other terms and conditions remain the same.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated March 9, 2010 is amended, effective February 11, 2011, as follows:

1. Paragraph 1 of the Lease shall be deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:
 "A total of 4,535 rentable square feet (RSF) of office and related space, which yields 4,384 ANSI/BOMA Office Area square feet (USF) of space at Montgomery Plaza, 2600 W. 7th Street, Ft. Worth, Texas 76107-2244 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are thirty-five (35) parking spaces for exclusive use of Government employees and patrons."

2. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 11, 2011, and continuing for a term through 5 years, and expiring February 10, 2016 unless earlier terminated by the Government as may be set forth in paragraph 4 of the Lease."

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

LESSOR: KIMCO MONTGOMERY PLAZA, LP
 BY [Signature]
 (Signature)

PRESIDENT
 (Title)

IN PRESENCE OF
[Signature]
 (Signature)

[Redacted]
 (Address)

UNITED STATES OF AMERICA
 BY [Signature]
 (Signature)

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

80 3/1/2011 RSL 3.1.11

[Handwritten mark]

3. Paragraph 3 of the Standard Form-2, page 1 shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent at the following rate:

Term Years	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
February 11, 2011 – February 10, 2016	\$36.45	\$165,300.75	\$13,775.06

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 8TX2421. Rent for a lesser period shall be prorated. Rent shall be made payable to:

KIMCO MONTGOMERY PLAZA, LP
3333 NEW HYDE PARK ROAD, SUITE 100
NEW HYDE PARK, NY 11042-1205"

4. Paragraph 8 of the Lease shall be deleted in its entirety and replaced with the following:

"8. The total cost of the tenant improvements for this project are \$268,279.67 (minus Building Security amount of \$10,000.00) or \$258,279.67, based on requirements as outlined in SFO No. 8TX2421 and the program of requirements. The tenant improvement total includes the following:

1. Base Bid for Construction is \$160,473.05 (minus Building Security amount of \$10,000.00) = **\$150,473.05**
2. Addendum #1 and #2, totaling **\$44,802.00**
3. SLA No. 3 – Additional Tenant Work, totaling **\$37,620.37**
4. SLA No. 4 – Additional Tenant Work, totaling **\$26,484.25**
5. Credit to GSA for deleting Blast Film surfaces, totaling **<\$1,100.00>**

Of the \$258,279.67, only \$153,131.89 is included in the Shell Rental Rate in Lease Paragraph 3. GSA shall pay via lump sum \$105,147.78 for the improvement overage (\$258,279.67 total cost - \$153,131.89 allowance = \$105,147.78).

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. 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

INITIALS	
GOVT	LESSOR
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>

JB 3/1/2011
Bl.
3-1-11

[Handwritten Signature]

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."

5. Paragraph 19 of the Lease shall be deleted in its entirety and replaced with the following:

"19. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$139,088.45 / 12 months = \$11,590.70 per month less monthly taxes of \$2,750.00) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and as indicated in the following schedule of adjusted Monthly Rent:

March 1, 2011: \$13,775.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted rent due for March 1, 2011
April 1, 2011: \$13,775.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted rent due for April 1, 2011

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

SB 3/1/2011
3.1.11

INITIALS
GOV'T LESSOR

SB