

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 11/16/2012
	TO LEASE NO. GS-04B-47874	

ADDRESS OF PREMISES: 16900 NW 12 Avenue, Miami Gardens, FL 33169-5708

THIS AGREEMENT, made and entered into this date by and between **North Miami Gardens, LLC**

whose address is: 2340 Drew Street, Suite 300, Clearwater, Florida 33765-3310

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 **November 1, 2012**, as follows:

Paragraphs 1, 2, 3, 4, 5, 9, and 19 are hereby deleted in its entirety and replaced as follows:

1.) The Lessor hereby leases to the Government the following described premises:

A total of 20,701 Rentable Square Feet (RSF) of office and related space, consisting of 19,905 ANSI/BOMA Office Area Square Feet (ABOASF) at 16900 NW 12 Avenue, Miami Gardens, FL 33169-5708 as shown on the site plan labeled Exhibit A and attached as part of the Lease.

To be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2.) TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 1, 2012** through **October 31, 2022** subject to termination and renewal rights as may be hereafter set forth."

3.) The Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows:

TERM	RATE Per RSF	ANNUAL SHELL	ANNUAL OPERATING	ANNUAL TI	TOTAL ANNUAL RENT	MONTHLY RENT
11/01/2012 – 10/31/2017	\$44.394467	\$633,775.20	\$108,084.15	\$177,150.31	\$919,009.66	\$76,584.13
11/01/2022 – 10/31/2022	\$35.836885	\$633,775.20	\$108,084.15	\$0	\$741,859.35	\$61,821.62

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

LESSOR **North Miami Gardens, LLC**

BY  (Signature) 2340 Drew St, Ste 300
Clearwater, FL 33765 (Address)

IN PRESENCE OF  (Signature) 2340 Drew St, Ste 300
Clearwater, FL 33765 (Address)

UNITED STATES OF AMERICA

BY  (Signature) CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION (Official Title)

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4.) The Government may terminate this lease, in whole or in part, at any time on or after November 1, 2017, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5.) Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per ANSI/BOMA office area square foot (ABOASF) as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent shall be made payable to:

North Miami Gardens, LLC
2340 Drew Street
Suite 300
Clearwater, Florida 33765-3310

9.) The rent rate in paragraph 3 above for the period of 11/1/2012 – 10/31/2017 includes all Tenant Improvements. The actual cost of the tenant improvement construction is \$796,322.10. The Tenant Improvement Allowance (TIA) in the amount of \$745,537.00 at \$37.4548 per ABOASF will be amortized over a period of 60 months at an interest rate of 7.0%, at a rate of \$8.8998 per ABOASF (\$8.56 per RSF). The overage in Tenant Improvement (TI) costs shall be reimbursed to the Lessor in a one-time lump sum payment in the amount of \$50,785.10 which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space 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 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 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
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, price, and quantity of the item(s) delivered
- GSA PDN Number PS0025108

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

19.) The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] balance which equates to [REDACTED] shall be payable to the Broker at occupancy.

INITIALS:


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Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$76,584.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$76,584.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

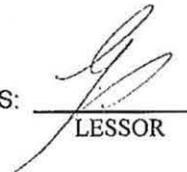
GSA Form 3517B (Rev 11/05), Clause 17, Ref. 552.270-7 is hereby deleted in its entirety and replaced as follows:

17. Fire and Casualty Damage (Revised): If the entire premises are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, the premises will be repaired by Lessor within 180 days of such fire or other casualty by diligent and continuous pursuit of such repair or restoration, and all rent will be wholly abated effective from the date of such partial destruction or damage. If such repair or restoration cannot be completed within such 180 day period, such repair or restoration shall be pursued diligently and continuously and completed as soon as is reasonably practicable. Nothing in this lease shall be construed as relieving the Lessor from liability for damage or destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

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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