

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 1	DATE 12/9/10
	TO LEASE NO. GS-04B-48871	

ADDRESS OF PREMISE The Offices at Omni
1645 Biscayne Blvd.
Miami, FL 33132-1216

THIS AGREEMENT, made and entered into this date by and between Downtown Miami Mall, LLC

whose address is 551 Fifth Avenue, 34th Floor
New York, NY 10176-0001

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 establish the lease term and rental rate

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

A. Paragraph 2 of the lease is hereby 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 October 26, 2010 through October 25, 2020, subject to termination and renewal rights as may be hereinafter set forth."

B. Paragraph 3 of the lease is hereby deleted in its entirety and replaced with the following:

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

Term	Shell Rent	Operating Expenses	T.I Rent	Total Annual Rent	Monthly Rent
Years 1 - 5	\$974,881.63	\$334,026.53	\$98,185.68	\$1,407,093.84	\$117,257.82
Years 6 - 10	\$1,166,156.63	\$334,026.53	\$98,185.68	\$1,598,368.84	\$133,197.40

*Rent for a lessor period shall be prorated. Rent checks shall be made payable to: Downtown Miami Mall, LLC, 551 Fifth Avenue, 34th Floor, New York, NY 10176-0001."

This Supplemental Lease Agreement contains two (2) 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 above date.

LESSOR: Downtown Miami Mall, LLC

BY _____
(Signature)

Authorized Signatory

(Title)

IN THE PRESENCE OF _____
(Signature)

551 Fifth Avenue, 34th Fl

(Address)
New York, NY 10176

UNITED STATES OF AMERICA, GSA, PBS, ALLEGHENY SERVICE CENTER

BY _____
(Signature)

Contracting Officer

(Official Title)

SUPPLEMENTAL LEASE AGREEMENT

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C. Paragraph 20 of the lease is hereby deleted in its entirety and replaced with the following:

20. Operating Costs: In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$14.38 POASF (\$12.19 PRSF) rounded or \$333,026.53.

The Government will pay the Lessor a one time lump sum payment in the amount of \$1,458,025.09 for initial tenant improvement overage costs (\$1,305,447.20) and change orders one (1) through four (4) listed below; these items were completed, inspected, and accepted by the Government on October 25, 2010.

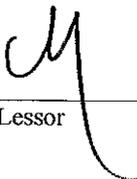
A properly executed invoice, including the PDN Number shown above shall be submitted to GSA Finance Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth Texas 76102-0181, with a copy to the Contracting Officer at the General Services Administration, 7771 West Oakland Park Boulevard, Room 119, Sunrise, FL 33351-6737, Attn: James F. Thompson. A proper invoice will reference the Lease Number, the Supplemental Lease Agreement Number, the amount billed, the work completed and the PDN Number. A copy must be submitted to both GSA Finance, in Fort Worth Texas and to the Contracting Officer.

CHANGE ORDERS 1-4:

1. July 8, 2010; provision and installation of electrical items: [REDACTED]
2. August, 6, 2010; provision and installation of fire dampers and associated design costs: [REDACTED]
3. October 6, 2010; provision and installation of mail slot, smoke heads, electrical data voice, and credit for ADA lift: [REDACTED]
4. November 26, 2010; six (6) separate changes orders for miscellaneous Agency requests: [REDACTED]

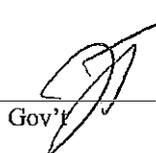
Total change orders 1-4 = **\$152,577.89**

Initials:



Lessor

&



Gov't