

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04B-50839
ADDRESS OF PREMISES 1801 Alton Road, Suite 200 Miami Beach FL 33139-1504	PDN Number:

**THIS AMENDMENT** is made and entered into between **Miami Financial Associates, LLC**

whose address is: 999 Waterside Drive, FI 23  
Norfolk, VA 23510-3300

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

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

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 May 30, 2013 as follows:

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

Supplemental Lease Agreement #1 is hereby deleted in its entirety.

The purpose of this Lease Amendment is to clarify the terms of the Lease including square footages and tenant improvement rent commencement.

Paragraph 1 is hereby amended as follows: From the commencement of the Lease on August 1, 2011 until the construction of the tenant improvements are completed and accepted by GSA (estimated to be October 1, 2013) the Leased square footage shall be 13,234 RSF consisting of 12,379 ANSI/BOMA Office Area (ABOA) square feet of office and related space located on the second floor of a two story building located at 1801 Alton Road, Miami Beach, FL 33139-1504 and eighteen (18) reserved parking spaces. Upon completion and acceptance of the tenant improvements, the Leased square footage shall be reduced to the 10,290 RSF consisting of 8,370 ANSI/BOMA Office Area (ABOA) square feet of office and related space located on the second floor of a two story building located at 1801 Alton Road, Miami Beach, FL 33139-1504 and eighteen (18) reserved parking spaces.

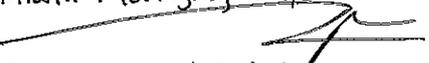
This Lease Amendment contains 3 pages.

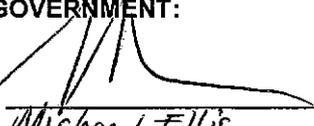
All other terms and conditions of the lease shall remain in force and effect.

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

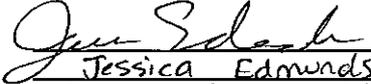
**FOR THE LESSOR:** *Miami Financial Associates, LLC*  
*By: Miami Managing Co., LLC*

**FOR THE GOVERNMENT:**

Signature:   
Name: Robert S. Friedman  
Title: Vice President  
Entity Name: Miami Financial Associates, LLC  
Date: 7/23/2013

Signature:   
Name: Michael Ellis  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 7/23/13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Jessica Edwards  
Title: Commercial Lease Administrator  
Date: 7/23/2013

Paragraph 2 is hereby amended as follows: "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011 through July 31, 2021, subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 3 is hereby amended as follows:

Term	RSF / USF	Annual Shell Rent	Annual Operating Rent	Annual TI	Total Annual Rent	Annual Rent/RSF	Monthly Rent
*08/01/11 - 09/30/13	13,234 / 12,379	\$244,113.88	\$153,004.44	\$0	\$397,118.32	\$30.01	\$33,093.19
10/01/2013 - 09/30/18	10,290 / 8,370	\$165,051.60	\$103,414.50	\$76,248.90	\$344,715.00	\$33.50	\$28,726.25
*10/01/18 - 07/31/21	10,290 / 8,370	\$205,285.50	\$103,414.50	\$0	\$308,700.00	\$30.00	\$25,725.00

\*This rate does not include TI.

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in column 2 above.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

Paragraph 4 is amended as follows: "The Government may terminate this lease, in whole or in part, at any time on or after 10/1/2018, by giving the lessor at least 180 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."

Paragraph 9 is amended as follows: "The premises described in Paragraph 1 of this Standard Form 2 shall contain 12,379 ABOASF from 08/01/11 through 09/30/13 and 8,370 ABOASF 10/01/13 through 07/31/21 of office and related space, as identified in SFO 9FL2378."

Paragraph 10 is amended as follows: "The rental rate in Paragraph 3 for the period 10/1/2013 through 09/30/18 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO 9FL2378, the Tenant Improvement Allowance (TIA) provided in the lease is \$37.454761 per ABOASF for 8,370 ABOASF = \$313,496.35 amortized at an interest rate of 8% over five (5) years yielding an annual cost of \$76,248.90 at a rate of \$9.11 per ABOASF (\$7.41 per RSF). The TIA will be used to demise the premises, construct the common corridor, and construct the interior space in accordance with the approved Construction Drawings provided by the Lessor. If the tenant improvement cost exceeds \$37.454761 per ABOASF for 8,370 ABOASF the balance due the lessor will be paid by lump sum upon completion and acceptance, or the Government has the option to reduce the scope of work related to the interior space in order to remain at or under the cost for TI included in the lease as designated above. An additional Lease Amendment will be required to authorize any TI overage or lump sum. If the entire tenant improvement allowance of \$37.454761 per ABOASF is not used, the Government will adjust the rental rate downward to offset the difference in the TIA. The Lessor understands, in lieu of Cost and Pricing Data, he shall solicit at least three (3) contractors (or 3 sub contractors for each trade) and obtain at least two (2) complete proposals for the complete scope of TI work. The lowest responsive bid will be accepted. This does not apply to the shell build-out. The lessor agrees to have the TI work completed and verified thru inspection by GSA on or before October 1, 2013 subject to delay caused by the Government or Force Majeure."

Paragraph 11 is amended as follows: "In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9FL2378, for the period of 08/01/11 through 09/30/13 the annual shell cost is established as \$244,133.88 yielding \$19.72 per ABOASF (\$18.45 per RSF). For the period of 10/01/13 through 09/30/18 the annual shell cost is established as \$165,051.60 yielding \$17.15 per ABOASF (\$16.04 per RSF). For the period of 10/01/18 through 07/31/21 the annual shell cost is established as \$205,285.50 yielding \$21.33 per ABOASF (\$19.95 per RSF)."

Paragraph 12 is amended as follows: "In accordance with Paragraph 4.1 C (Measurement of Space), for the period of 08/01/11 through 09/30/13 the common area factor (CAF) is established 1.069069 based on 13,234 RSF/ 12,379 ABOASF. For the period 10/01/13 through 07/31/21 the common area factor (CAF) is established as 1.229391 based on 10,290 RSF/ 8,370 ABOASF."

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&  GOV'T

Paragraph 13 is amended as follows: "In accordance with Paragraph 4.2 (Tax Adjustment), for the period of 08/01/11 through 09/30/13 the percentage of Government Occupancy is established as 64.77% (based on 20,433 RSF and the Government's occupancy of 13,234 RSF). For the period of 10/1/13 through 07/31/21 the percentage of Government Occupancy is established as 50.36% (based on 20,433 RSF and the Government's occupancy of 10,290 RSF)..."

Paragraph 14 is amended as follows: "In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 9FL2378, for the period of 08/01/11 through 09/30/13 the annual operating cost is established as \$153,004.44 yielding an escalation base of \$12.36 per ABOASF (\$11.56 per RSF) and for the period of 10/01/13 through 07/31/21 the annual operating cost is established as \$103,414.50 yielding an escalation base of \$10.74 per ABOASF (\$10.05 per RSF).

The Lessor is required to complete the work identified in Paragraph 21 and Paragraph 22 of the SFO. The Lessor agrees to have the work completed and verified through inspection by GSA on or before October 1, 2013 subject to delay caused by the Government or Force Majeure.

**Section 6.7 Ceilings (SEP 2000)** is amended as follows: "Ceilings shall be at least 8 feet, 4 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid."

It is anticipated that temporary swing space will be needed in order to fulfill the agency's requirements during construction. This temporary swing space shall be onsite. If it is determined that it will not negatively impact the agency's operations, building occupants may be partially relocated and the alterations may be completed in phases. All costs associated with the temporary swing space shall be considered SHELL costs.

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