

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-59812	DATE 11/12/2010	PAGE 1 of 2
ADDRESS OF PREMISES 11606 City Hall Promenade, Miramar, Florida 33025-7598			

THIS AGREEMENT, made and entered into this date by and between Rock-Kim Miramar, LLC

whose address is 3333 New Hyde Park Road
NEW HYDE PARK, NY 11042

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 order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective Month November 11, 2010, as follows:

- I. In separate correspondence dated October 21, 2010, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$897,500.00. The total costs for tenant improvements as summarized in the attached TICS summary sheet dated October 15, 2010 is \$897,500.00. \$385,661.97 of the improvements are at no cost to the Government and will be paid by Lessor in satisfaction of the Tenant Improvement Allowance required by paragraphs 8 (as amended by Section 3 of Supplemental Lease Agreement No. 1 dated 07/13/2010) and 3.2 of the Lease. \$416,838.03 will be paid by the Government to the Lessor in a lump sum as stated in Section II below and \$95,000.00 will be amortized into the lease rental rate at 8.5% as summarized in Section V below.
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$416,838.03, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

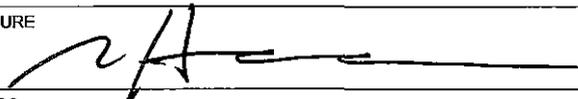
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE 	NAME OF SIGNER John Petricola, Assistant Vice President of Rock-Miramar, Inc., a member of the Lessor
ADDRESS 1441 Brickell Avenue, Suite 1011, Miami, FL 33131	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER NICOLAS HAMANN
ADDRESS 1441 Brickell Avenue, Suite 1011, Miami, FL 33131	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER James Thompson
	OFFICIAL TITLE OF SIGNER Contracting Officer

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA CONTRACTING OFFICER
7771 W Oakland Park Blvd
Sunrise, FL 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 items delivered
- GSA PDN #

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

III. The Construction drawings by Tewes Design Group, LLC and referenced in attached Contract Document List, which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A (30 pages).

IV. [INTENTIONALLY OMITTED]

V. Paragraph 3 of the lease is hereby amended as follows:

TERM	SHELL RENT	OPERATING RENT*	TENANT IMPROVEMENTS	ANNUAL RENT	RATE PRSF	RATE POASF
Years 1-5	\$333,676.50	\$82,224.35	\$23,388.85	\$439,289.70	\$30.94	\$35.55
Years 6-10	\$373,676.52	\$82,224.35	\$0	\$455,900.87	\$32.11	\$36.89

*Operating Rent as escalated

VI. The parties hereby agree that the actual amount of tenant improvements to be amortized in the rental rate is \$95,000.00. The \$23,388.85 for the Tenant Improvements reflects the total TI costs of \$95,000 fully amortized at an interest rate of 8.5% over the firm term of the lease or five (5) years of the Lease term beginning on the completion and acceptance of the tenant improvements.

VII. Paragraph 8.15 of the lease is hereby amended as follows:

"8. The Lessor shall be responsible for purchasing and installing data cable.

IV. The Lessor hereby waives restoration as a result of all improvements.

Except as expressly provided herein, all terms, covenants, conditions and agreements set forth in the Lease, as modified by Supplemental Lease Agreement No. 1, shall remain unchanged and in full force and effect.

In the event of a conflict between this Supplemental Lease Agreement No. 2 and the Lease, this Supplemental Lease Agreement No. 2 shall control.

INITIALS: SI & JD
LESSOR & GOVT

INITIALS: _____ LESSOR
_____ GOVT