

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>5</u> TO LEASE NO. GS-04B-59812
ADDRESS OF PREMISES 11606 City Hall Promenade, Miramar, Florida 33025-7598	PDN Number: PS0024583

THIS AMENDMENT is made and entered into 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 set forth the Government's acceptance of the Additional Space (as defined in Supplemental Lease Agreement No. 4) by amending paragraph's 1 and 3 of the Lease and to memorialize that the Additional Space Term Commencement Date is February 28, 2013.

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 March 1, 2013 as follows:

A. 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"

B. Paragraph 1 of the lease is hereby deleted in its entirety and replaced as follows:

The Lessor hereby leases to the Government the following described premises: A total of 15,319 Rentable Square Feet (RSF) of office and related space (13,331 ANSI/BOMA Office Area Square Feet (OASF) at 11606 City Hall Promenade, Miramar, Broward County, Florida 33025-7598. Nineteen (19) secure and reserved parking spaces are to be provided at no extra cost to the Government. The nineteen (19) secure parking spaces have been delivered to the Government prior to the date of this Lease Amendment.

This Lease Amendment contains 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 below date.

FOR THE LESSOR: Rock-Kim Miramar, LLC

Signature: [Signature]
Name: John L. Petricola
Title: Vice President
Entity Name: Rock-Miramar, Inc., member
Date: _____

FOR THE GOVERNMENT:

Signature: [Signature]
Name: James Thompson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/3/13

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: McKenzie
Title: McKenzie
Date: _____

C. Paragraph 3 of the lease is hereby deleted in its entirety and replaced as follows:

TERM	SHELL RENT	OPERATING RENT*	TENANT IMPROVEMENTS	ANNUAL RENT
5/11/11- 2/28/2013	\$333,676.50	\$82,224.35	\$23,388.85	\$439,289.70
3/1/2013- 5/10/2016	\$359,996.50	\$88,710.11	\$23,388.85	\$472,095.46
5/11/16-5/10/2021	\$403,151.67	\$88,710.11	\$0.00	\$491,861.78

*Operating Rent as escalated

Except as expressly provided herein, all terms, covenants, conditions and agreements set forth in the Lease shall remain unchanged and in full force and effect.

In the event of a conflict between this Lease Amendment, and the Lease (as amended), this Lease Amendment shall control.

INITIALS:


LESSOR

&


GOV'T