

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 02
	TO LEASE NO. GS-04B-61849
ADDRESS OF PREMISES: 11401 SW Flagler Street, Miami FL 33174-1023	
PDN Number:	

THIS AMENDMENT is made and entered into between 11401 W. Flagler, LLC, c/o Xenia Management Corp.

Whose address is: **2340 Drew Street
Suite 300
Clearwater, FL 33765-3310**

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 November 1, 2012 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."

Paragraph 1.03 RENT AND OTHER CONSIDERATION, Sub-paragraph A, is hereby deleted in its entirety and replaced as follows:

"A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	11/01/2012-10/31/2022		11/01/2022-10/31/2027	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$800,929.50	\$32.05	\$800,929.50	\$32.05
Tenant Improvements	\$15,325.75	\$0.61	N/A	N/A
Operating Costs*	\$221,161.50	\$8.85	\$221,161.50	\$8.85
Total Annual Rent	\$1,037,416.75	\$41.51	\$1,022,091.00	\$40.90

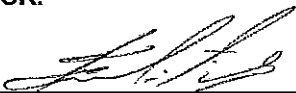
*Subject to annual CPI escalations per lease terms

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:

Signature: 
Name: GREGORY POULOS
Title: Manager
Entity Name: 11401 W. Flagler, LLC
Date: 12-23-13

FOR THE GOVERNMENT:

Signature: 
Name: Michael Ellis
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/23/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Peter Polakis
Title: Manager
Date: 12-23-13

The Government hereby accepts the Lessor's proposal to provide, install, and maintain the tenant improvements and alterations to the above mentioned space as agreed by all parties in accordance with the lease terms. The Lessor and the Government agree that total Tenant Improvements (TI) cost of \$155,090.00 shall include all costs and the entire scope of work as identified by both parties in the lease and in the Lessor's proposal dated 4/17/2013, last revised on 12/20/13. The total cost of \$155,090.00 shall include all necessary labor, approvals, materials, and equipment required to complete the alterations and shall be broken down as follows:

\$ 120,411.00 shall be amortized into the rent at the rate of five percent (5.0%) over the first ten (10) years of the lease
\$ 37,747.00 shall be paid via lump sum as described below
\$ 155,090.00 TOTAL

Upon completion, inspection, and the GSA's acceptance of the Tenant Improvements, a properly executed invoice requesting lump sum payment in the amount of \$34,747.00 must be submitted electronically to GSA Finance and a copy of the invoice submitted to the Contracting Officer at:

General Services Administration
7771 W. Oakland Park Boulevard, Suite 119
Sunrise, FL 33351-6737

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.

For an invoice to be considered proper, it must:

- a. Be received after the acceptance of the work by the General Services Administration.
- b. Include an invoice date, a unique, vendor-supplied invoice number AND GSA Supplied PS Number.
- c. Indicate the exact payment amount requested.
- d. Specify the payee's name and address.
- e. The payee's name and address must EXACTLY match the Lessor's name and address listed above.
- f. Include the Lease contract number, building address, and a description of the work provided, price, and quality of the item(s) delivered.

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

The Lessor hereby waives restoration as a result of improvements.

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

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INITIALS:

LESSOR

&

GOV'T