

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.

4

TO LEASE NO.

GS-04B-59812

DATE

9/18/12

PAGE

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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 Contract to: 1) increase the leased square footage.

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

Lessor does hereby lease and demise to the Government and the Government does hereby hire and take from the Lessor, subject to the terms and conditions of the Lease for the term hereinafter stated the additional space substantially as shown on the diagram attached hereto as *Exhibit A*, together with all fixtures, equipment, improvements, installations and appurtenances which at the commencement of or during the term of the Lease with respect to said space are thereto attached; which space, fixtures, equipment, improvements, installations and appurtenances are sometimes called the "*Additional Space*". The term of the Lease for which the Additional Space is hereby leased and demised shall commence sixty (60) days from the receipts of permits for the improvements in the Additional Space or on such earlier date as the Lessor shall deliver to the Government possession of the Additional Space (the "*Additional Space Term Commencement Date*") and shall end on May 10, 2021, subject to termination and renewal rights as may be hereinafter set forth.

1. 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.<sup>1</sup>

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

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

LESSOR

SIGNATURE

*[Signature]*

NAME OF SIGNER

Edgar Jones

ADDRESS

1449 Buckell Ave Ste 1011, Miami, FL 33131

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

*[Signature]*

NAME OF SIGNER

James Thompson

OFFICIAL TITLE OF SIGNER

Contracting Officer

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<sup>1</sup> The nineteen (19) secure parking spaces have been delivered to the Government prior to the date of this Supplemental Lease Agreement.

TERM	SHELL RENT	OPERATING RENT*	TENANT IMPROVEMENTS	ANNUAL RENT
5/11/11 - Additional Space Term Commencement Date	\$333,676.50	\$82,224.35	\$23,388.85	\$439,289.70
Additional Space Term Commencement Date - 5/10/16	\$3359,996.50	\$88,710.11	\$23,388.85	\$472,095.46
5/11/16 - 5/10/21	\$403,151.67	\$88,710.11	\$0.00	\$491,861.78

\*Operating Rent as escalated

**3. Paragraph 9 is hereby deleted in its entirety and replaced as follows:**

In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 35.33% (Based on Government occupancy of 15,319 rentable square feet and total building area of 43,356 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum OASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.

**4. Paragraph 10 is hereby deleted in its entirety and replaced as follows:**

In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$6.65 OASF (\$5.79 PRSF) rounded or \$88,710.11.

**5. Paragraph 11 is hereby deleted in its entirety and replaced as follows:**

In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 14.9126% based on 13,331 ANSI/BOMA Office Area Square Feet (OASF) and 15,319 rentable square feet.

6. Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to complete the scope of work described on Exhibit A, which amount shall not exceed \$85,282.00. The alterations shall be completed by Lessor within 60 calendar days from the receipts of permits for the improvements in the Additional Space. Upon acceptance of the alterations, a lump sum payment in the amount of \$85,282.00 will be made after the Lessor properly submits the invoice and required documents stated in paragraph below.

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 W Oakland Park Blvd, Sunrise FL 33351, Attn: James 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.

Notwithstanding anything to the contrary contained in General Clause 11 of Form 3517B, excusable delays shall be deemed to include force majeure delays, delays beyond the reasonable control of Lessor and delays caused by the Government (including (i) failure of the Government to timely approve or accept matters requiring the approval or acceptance of the Government under the Lease, and/or (ii) Government's changes to any construction plans or drawings except due to any fault therewith any failure to comply with applicable laws and codes), all of which shall be deemed to extend the Additional Space Term Commencement Date.

Lessor shall have the right to relocate the Government from the Additional Space to another office in the Building. If Lessor exercises this right, Lessor agrees to only relocate the Government to an office of equal or larger size. Any such relocation will be at the Lessor's expense.

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 Supplemental Lease Agreement No. 4, and the Lease (as amended), this Supplemental Lease Agreement No. 4 shall control.

INITIALS: LESSOR

GOVT

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