

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u> TO LEASE NO. GS-04B-61880
ADDRESS OF PREMISES 10350 NW 112 th Ave, Miami FL 33178	PDN Number: na

THIS AMENDMENT is made and entered into between: Rubicon GSII/BSM, Ltd

whose address is: 30 W. Monroe St. Suite 1700 Chicago, IL 60603
 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 increase the rent by the amortized amount of the additional tenant improvements requested by the Government, and to memorialize the Lessor's fulfillment of its obligations under Section 1.17 of the Lease (Building Improvements).

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 August 1, 2013 as follows:

A. Paragraph 1.03 of the lease is hereby amended as follows:

1.03 The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	JANUARY 1, 2013 – JULY 31, 2013 ⁴	AUGUST 1, 2013 – DECEMBER 31, 2017 ⁴	JANUARY 1, 2018 – JULY 31, 2023 ⁴	AUGUST 1, 2023 – DECEMBER 31, 2027 ⁴
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$2,053,920.08 ¹	\$2,053,920.08 ¹	\$2,226,914.88 ⁵	\$2,226,914.88 ⁵
TENANT IMPROVEMENTS RENT	\$ 0	\$1,013.40 ²	\$1,013.40 ²	\$0.00
OPERATING COSTS	\$642,439.78 ³	\$642,439.78 ³	\$642,439.78 ³	\$642,439.78 ³
TOTAL ANNUAL RENT	\$2,696,359.86³	\$2,697,373.26³	\$2,870,368.06³	\$2,869,354.66³

¹Shell rent (Firm Term) calculation: \$26.12 per RSF multiplied by 78,634 RSF.

²The Tenant Improvement Allowance of \$7,114.88 is amortized at a rate of 7.5 percent per annum over 10 years.


This Lease Amendment contains 7 pages, including Exhibits A & B, which reference the additional tenant improvements requested by the Government, now being amortized into the rent by way of the Tenant Improvement Allowance.

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:


Rubicon GSA II/BSM, Ltd.

Signature: 
 Name: Sam Fuchs
 Title: Authorized Signatory
 Entity Name: By: Rubicon US REIT, Inc., Manager
 Date: 10/30/13

FOR THE GOVERNMENT:

Signature: 
 Name: James Thompson
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Gil Clark
 Title: Asset Manager
 Date: 10/30/13

³ Operating Costs rent calculation: \$8.17 per RSF multiplied by 78,634 RSF. Subject to Paragraph 2.09 annual operating cost adjustments shall accrue and continue to apply throughout the term.

⁴ The firm term is 12 years, January 1, 2013 – December 31, 2024. The non-firm term in January 1, 2025 – December 31, 2027

⁵ Shell rent 1/1/18 -12/31/27 calculation: \$28.32 per RSF multiplied by 78,634 RSF.

The Government hereby acknowledges that the Lessor has successfully fulfilled all obligations under Section 1.17 of the Lease (Building Improvements) to the Government's satisfaction.

INITIALS:


LESSOR

&


GOVT