

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>1</u>
LEASE AMENDMENT	TO LEASE NO. GS-04P-LFL60382
ADDRESS OF PREMISES 1975 NW 11 th St., Miami, FL 33125	PDN Number: N/A

THIS AMENDMENT is made and entered into between Miami River Waterfront, LLC

whose address is: 95 S Federal Hwy, Ste 100
Boca Raton, FL 33432

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 issue a notice to proceed with the Tenant 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 May 26, 2016 as follows:

- I. In separate correspondence dated May 26, 2016, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$317,355.72. The total costs for Tenant Improvements are \$1,693,311.04. The Government hereby orders the balance of \$1,375,955.32.
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the lessor in a lump sum payment in the amount of \$1,375,955.32, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.


The invoice must be sent electronically or mailed to Finance in Ft. Worth (the vendor can send a courtesy copy of the invoice to your office, but the official invoice is to be sent to Finance). A proper invoice will reference the Lease Number, the Lease Agreement Number, the amount billed, the work completed and the PDN Number. Invoices may be submitted electronically via the Finance website at www.finance.gsa.gov/webvendors. This is the preferred method and is the fastest way to ensure GSA receives the invoice. For information on submitting invoices via the internet, the vendor can contact the Finance Customer Support staff at 817-978-2408 or e-mail FW-PaymentSearch.Finance@gsa.gov. Vendors unable to submit their invoices electronically may mail their invoice on letterhead of the lessor, including an invoice number, the lease number and the PDN number to: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, TX 76102 with a copy to the Contracting Officer at the General Services Administration, 7771 W Oakland Park Blvd, Sunrise FL 33351, Attn: James Thompson.

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: Philip J. Procacci
Title: Manager
Entity Name: Miami River Waterfront, LLC
Date: _____

FOR THE GOVERNMENT:

Signature: 
Name: James Thompson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/13/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: JEFF LARIGUS
Title: Lo.
Date: 5/2/2016

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

General Services Administration
Attn: GSA CONTRACTING OFFICER
Address
Address
City, State Zip

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. By acceptance of this Lease Amendment, the Lessor further substantiates that no further costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional change orders to the original construction cost, they will also be incorporated by Lease Amendment and a notice to proceed will be issued.
- IV. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit _14_ (_2_ pages).
- V. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

