

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. <u>6</u>
	TO LEASE NO. GS-04P-LFL60525
ADDRESS OF PREMISES 1251 NW 36 <sup>th</sup> St., Miami, FL 33142	PDN Number: PS0039097

THIS AMENDMENT is made and entered into between

whose address is: Edenderry Properties LLC  
850 Third Ave, Ste 13-E  
New York, NY 10022-6294

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 square footage and begin paying Tenant Improvement costs.

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 June 13, 2018 as follows:

I. Paragraph 1.01 THE PREMISES (JUN 2012) of the Lease LFL60525 is hereby deleted and replaced with the following:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 15,886.00 rentable square feet (RSF), yielding 15,886.00 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1 floor(s) and known as Suite(s) Ground Floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit 12.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

This Lease Amendment contains 3 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: SPENCER WAXMAN  
Title: MANAGER  
Entity Name: EDENDERRY PROPERTIES LLC  
Date: 6-12-18

FOR THE GOVERNMENT:

Signature:   
Name: James Thompson  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 6/13/18

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: S. Elizabeth Simon  
Title: Asst. Secy  
Date: 6/12/18

II. Paragraph 1.03 THE PREMISES (JUN 2012) of the Lease LFL60525 is hereby amended as follows:

	6/13/2018 – 6/12/2019	6/13/2019 – 6/12/2020	6/13/2020 – 6/12/2021	6/13/2021 – 6/12/2022
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$281,023.44	\$286,583.44	\$292,302.40	\$298,180.22
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$149,649.34	\$149,649.34	\$149,649.34	\$149,649.34
OPERATING COSTS <sup>3</sup>	\$106,417.82	\$106,417.82	\$106,417.82	\$106,417.82
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$537,090.60</b>	<b>\$542,650.60</b>	<b>\$548,369.56</b>	<b>\$554,247.38</b>

	6/13/2022 – 6/12/2023	6/13/2023 – 6/12/2024	6/13/2024 – 6/12/2025	6/13/2025 – 6/12/2026
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$304,058.04	\$310,253.58	\$316,449.12	\$322,803.52
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$149,649.34	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$106,417.82	\$106,417.82	\$106,417.82	\$106,417.82
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$560,125.20</b>	<b>\$416,671.40</b>	<b>\$422,866.94</b>	<b>\$429,221.34</b>

<sup>1</sup>Shell rent calculation

(6/13/18 - 6/12/19) \$17.69 per RSF multiplied by 15,886 RSF  
 (6/13/19 - 6/12/20) \$18.04 per RSF multiplied by 15,886 RSF  
 (6/13/20 - 6/12/21) \$18.40 per RSF multiplied by 15,886 RSF  
 (6/13/21 - 6/12/22) \$18.77 per RSF multiplied by 15,886 RSF  
 (6/13/22 - 6/12/23) \$19.14 per RSF multiplied by 15,886 RSF  
 (6/13/23 - 6/12/24) \$19.53 per RSF multiplied by 15,886 RSF  
 (6/13/24 - 6/12/25) \$19.92 per RSF multiplied by 15,886 RSF  
 (6/13/25 - 6/12/26) \$20.32 per RSF multiplied by 15,886 RSF

<sup>2</sup>Tenant Improvements of \$860,835.36 are amortized at a rate of 5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$6.70 per RSF multiplied by 15,886 RSF. Operating rent is inclusive of CPI through 2017

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are billed at a rate of \$0.00 per space per year

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA.

- III. Upon completion, inspection, and the GSA's acceptance of the improvements and space, the Government shall reimburse the lessor in a lump sum payment in the amount of \$210,064.07, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.
- IV. 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](http://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](mailto: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.
- V. A copy of the invoice must be submitted to the Contracting Officer at the following address: General Services Administration, Attn: James Thompson, 7771 W. Oakland Park Blvd, Sunrise, FL 33351-6737.

INITIALS: SW & [Signature]  
 LESSOR & GOVT

- VI. For an invoice to be considered proper, it must:
- Be received after acceptance of the work by the General Services Administration
  - Include an invoice date, a unique vendor-supplied invoice number, and a GSA-supplied PS number
  - Indicate the exact payment amount requested
  - Specify the payee's name and address
  - The payee's name and address must EXACTLY match the Lessor's name and address listed on this Lease Amendment
  - Include the Lease contract number, building address, and a description of the work provided, including the price, and quantity 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.

- VII. The Lessor hereby waives restoration as a result of these improvements. The Lessor shall remain responsible for maintenance, repair, and replacement of all items provided by the Lessor under this Lease.

- VIII. All other terms and conditions of the Lease remain in full force and effect.

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END OF DOCUMENT

INITIALS: SW &   
LESSOR GOVT