

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT No. 05 <hr/> TO LEASE NO. GS-04P-LFL62022
<b>ADDRESS OF PREMISES:</b> Unit 508-518 a/k/a 12249 Pembroke Road, in the shopping center located at 12105 Pembroke Road, Pembroke Pines, FL 33025	PDN Number: "N/A"

*Flamingo Market Place, LLC %*

THIS AMENDMENT is made and entered into between Millbrook Properties, LTD

whose address is: 42 Bayview Avenue  
Manhasset, NY 11030

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: (1) establish the commencement date of the Lease; (2) establish the annual rental rate; (3) establish the final Broker Commission and Commission Credit of the Lease and (4) to establish the date for the completion of the punch-list items.

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


**SEE ATTACHED**

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: Charles Hirsch  
 Title: Member  
 Entity Name: Flamingo Market Place, LLC  
 Date: 12/11/16

**FOR THE GOVERNMENT:**

Signature:   
 Name: KAZI RIZVI  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 12.13.2016


**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: WILLIAM STON  
 Title: MANAGER  
 Date: 12/2/16

1. TO HAVE AND TO HOLD the said premises with their appurtenances as required per this lease for the term beginning on September 1, 2016 through and including August 31, 2026, subject to the termination rights set forth in the Lease.

2. Lease Paragraphs 1.03 A, is hereby deleted in its entirety and replaced as follows:

**1.03 A. RENT AND OTHER CONSIDERATION (SEP 2012)**



	FIRM TERM				NON-FIRM TERM		
	YEAR 1 SEPT 1, 2016 - AUG 31, 2018 <i>Oct 31, 2016</i>	YEAR 1-2 Nov 1, 2016 - AUG 31, 2018	YEAR 3-4 SEP 1, 2018 - AUG 31, 2020	YEAR 5 SEP 1, 2020 - AUG 31, 2021	YEAR 6 SEP 1, 2021 - AUG 31, 2022	YEAR 7-8 SEPT 1, 2022 - AUG 31, 2024	YEAR 9-10 SEP 1, 2024 - AUG 31, 2026
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
SHELL RENT <sup>1</sup>	\$283,182.79	\$283,182.79	\$299,404.00	\$315,588.00	\$315,588.00	\$380,324.00	\$412,692.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0	\$147,909.49	\$147,909.49	\$147,909.49	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$0	\$100,178.96	\$100,178.96	\$100,178.96	\$100,178.96	\$100,178.96	\$100,178.96
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$0	\$3,582.87	\$3,582.87	\$3,582.87	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$283,182.79</b>	<b>\$534,854.11</b>	<b>\$551,075.32</b>	<b>\$567,259.32</b>	<b>\$415,766.96</b>	<b>\$480,502.96</b>	<b>\$512,870.96</b>

1. Shell rent calculation:

Years 1-2: \$17.50 per RSF multiplied by 16,184 RSF

Years 3-4: \$18.50 per RSF multiplied by 16,184 RSF

Years 5-6: \$19.50 per RSF multiplied by 16,184 RSF

Years 7-8: \$23.50 per RSF multiplied by 16,184 RSF

Years 9-10: \$25.50 per RSF multiplied by 16,184 RSF

2. The Tenant Improvement Allowance of \$619,236.76 is amortized at a rate of 6% percent per annum over 58 months

3. Operating Costs rent calculation: \$6.19 per RSF multiplied by 16,184 RSF

4. Building Specific Amortized Capital (BSAC) of \$15,000.00 is amortized at a rate of 6% percent per annum over 58 months

5. Parking costs at \$0.00

3. Lease Paragraphs 1.04, is hereby deleted in its entirety and replaced as follows:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. DTZ Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to DTZ Americas, Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

INITIALS:

  
LESSOR

&

  
GOVT

- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

**Month 1 Rental Payment:**

Monthly shell rent of \$23,598.57 minus prorated Commission Credit of [REDACTED] equals \$316.06 adjusted 1<sup>st</sup> Month's Rent (for September 2016).\*

**Month 2 Rental Payment:**

Monthly shell rent of \$23,598.57 minus prorated Commission Credit of [REDACTED] equals \$316.06 adjusted 2<sup>nd</sup> Month's Rent (for October 2016).\*

4. The Lessor shall complete all outstanding punch-list items as listed below by no later than December 23, 2016.
- a. Panel on south end of building needs to be glued down
  - b. Caulking needs to be applied on the outside of windows
  - c. Outside windows need to be cleaned
  - d. Blinds to be installed
  - e. FEI windows with scratches need to be replaced
  - f. Hygiene disposal missing in women's restroom
  - g. Floor to be waxed in mailroom
  - h. Garbage disposal needs to be installed per Agency Specific Requirements
  - i. Employee work desks at FEI windows should be flush with countertops.
5. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS:

  
LESSOR

&

  
GOV'T