

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-04P-LFL62022
ADDRESS OF PREMISES Flamingo Market Place UNITS 508-518 a/k/a 12249 Pembroke Road In the shopping center located at 12105 Pembroke Road, Pembroke Pines, FL 33025-1727	PDN Number: <u>80034222</u>

THIS AMENDMENT is made and entered into between

FLAMINGO MARKET PLACE LLC
C/O MILLBROOK PROPERTIES

whose address is: 42 BAYVIEW AVENUE
MANHASSET, NY 11030-1806

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 issue notice to proceed on the tenant improvements to the leased premises.

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 upon execution by the Government as follows:


- A.** The Government hereby accepts the Lessor's proposal to provide, install, and maintain tenant improvements to the Leased Premises, as agreed to by all parties in accordance with the Lease terms, the Lessor's proposal, and the scope of work provided including:
- The approved Design Intent Drawings (DIDs) dated 5-22-2015
 - The approved Construction Drawings (CDs) dated 7-30-2015
 - The Tenant Improvement Cost Summary (also known as TI price proposal); and back up contractor data, transmitted on 11-23-2015
- B.** Notice to proceed is hereby issued for the above mentioned work, not to exceed the tenant improvement allowance of \$1,095,823.95. This cost shall include all necessary labor, materials, and equipment required to complete the tenant improvements.

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: Charles Hirsch
 Title: member
 Entity Name: Flamingo Market Place, LLC
 Date: 3/2/16

FOR THE GOVERNMENT:

Signature: 
 Name: Keitha E. Harris
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 3/4/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Bette Spacher
 Title: Commercial Lease Coord
 Date: 3/2/16

Following receipt of a valid Certification of Occupancy, completion, inspection, and acceptance of the space by the Contracting Officer, and receipt of an original invoice, payment of the tenant improvements shall be broken down as follows:

REIMBURSEMENT METHOD	TOTAL
Tenant Improvement Allowance Amortized in the lease in accordance with Paragraph 1.03	\$619,236.76
Lump Sum Reimbursement	\$476,587.19
Total Cost of Improvements	\$1,095,823.95

- C. Upon final execution of this LA, the Lessor shall furnish a detailed Construction Schedule within Ten (10) Working Days. The Construction schedule shall be reviewed and approved by the Government. Progress meetings will be held weekly, as applicable.
- D. In accordance with Paragraph 4.11 of the Lease, ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of the building shell and Tis conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy has been issued as set forth in the Lease, and the Building improvements necessary for acceptance are completed. The commencement date shall be specifically set forth in a Lease amendment upon substantial completion and acceptance of the Space by the Government.
- E. The final completion of punch list items shall be within thirty (30) days of the date of substantial completion.
- F. Upon completion, inspection, and GSA's acceptance of the Premises, a properly executed invoice requesting lump sum payment in the amount of \$476,587.19 must be submitted electronically to GSA Finance at www.finance.gsa.gov. The Lessor is responsible for visiting this website, and applying for a login and password, and following the instructions to submit an invoice electronically. Alternatively, the Lessor may submit their invoice by mail to the following address: General Services Administration, FTS and PBS Payment Division (7BCP), P.O. Box 17181, Fort Worth, TX 76102-0181.
- G. A copy of the invoice must be submitted to the Contracting Officer at the following address: General Services Administration, Attn: Contracting Officer, 7771 W. Oakland Park Blvd, Suite 119, Sunrise, FL 33351-6737.
- H. 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.

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

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INITIALS:


LESSOR

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GOV'T