## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. LFL622797 GSA Building # FL2366zz LEASE AMENDMENT ADDRESS OF PREMISES 4121 Southpoint Boulevard, Jacksonville, FL 32216-0930

THIS AGREEMENT, made and entered into this date by and between

Ailani North Dixie, LLC

whose address is:

6667 Merryvale Lane, Port Orange, FL 32128-4042

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 authorize additional fire sprinkler work that exceeds the original tenant improvement allowance.

**NOW** THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 7, 2014 as follows:

- 1). This Lease Amendment (LA) No. 2 is your Notice to Proceed (NTP) to furnish and install Change Order #2 as part of the Tenant Improvements. The total cost for the Tenant Improvements was pursuant to lease amendment #1. The cost of the Change Order #2 is the total cost for the Tenant Improvement increased to \$2,107,310.79. Of the \$2,107,310.79 only \$748,173.00 has been amortized into the rent at 6% for 120 (one hundred twenty) months. The Government hereby orders the balance of \$1,359,137.79.
- 2). Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,359,137.79 upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.
- 3). In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's additional fire sprinkler work proposal dated 5/20/14 for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNES es as of the below date. FOR FOR THE Signature: Name: Signal Name Title: Tille: Entity Nam 07-07-14 GSA. Date: Date: 07-07-14

WITNES:
Signature
Name:
Title:
Date: 07-07-14

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4). Invoices shall be submitted to the Greater Southwest Finance Center (with copy to the Contracting Officer) electronically on the Finance website at <a href="https://www.finance.gsa.gov">www.finance.gsa.gov</a>. Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

General Services Administration FTS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

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

US General Services Administration Leasing Division ATTN: Milagros Lemus-Toro 400 W. Bay Street Suite 67 Jacksonville, FL 32202

- 6). A proper invoice must include the following:
  - Invoice date
  - Unique invoice number
  - -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 # TBD
- 7). If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it. The Lessor hereby walves restoration as a result of all improvements.

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 the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

Attachments:

EXHIBIT A: Change Order No.2 (1 Page).

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LESSOR

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