

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 02 TO LEASE NO. GS-04P-LFL00182
ADDRESS OF PREMISES BENNINGTON BUILDING 3555 MAGUIRE BOULEVARD ORLANDO, FL 32803-3762	PDN Number: PS <u>0038374</u>

THIS AMENDMENT is made and entered into between

whose address is: G&C OC INVESTORS, LLC
 3165 MCCRORY PLACE STE 100
 ORLANDO, FL 32803-3727

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 provide notice to proceed on Change Order No 1, No. 3-5, Proposed Change Orders No. 1-4, and DCMA Change Orders No. 1 and 2 (per the Change Order letter dated 7-14-2017) to the alterations provided in Lease Amendment No. 1.

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 of this Lease Amendment (LA) as follows:

- A. The Government hereby accepts the Lessor's proposal for Change Order No 1, and 3-5, Proposed Change Orders No. 1-4, and DCMA Change Orders No. 1 and 2 to provide, install, and maintain tenant improvements to the Leased Premises, as agreed to by all parties and in accordance with the revised construction drawings dated 7-6-2017, and the Change Order letter dated 7-14-2017.
- B. Notice to proceed is hereby issued for the above mentioned work, not to exceed the amount of [REDACTED]. This cost shall include all necessary labor, materials, and equipment required to complete the alterations and tenant improvements. Following substantial completion and receipt of a valid Certificate of Occupancy, 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:

This Lease Amendment contains two (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: [REDACTED]
 Name: MARK E. CORLEW
 Title: PRESIDENT
 Entity Name: G&C OC INVESTORS LLC
 Date: 12/15/2017

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: KATHA E. HARRIS
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 1/10/2018

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: ANGY GONZ
 Title: Secretary
 Date: 12/18/2017

REIMBURSEMENT METHOD	TOTAL
Tenant Improvement Allowance Concession in accordance with Paragraph 1.03(J)	\$240,138.00
Tenant Improvement Allowance Amortized in the lease in accordance with Paragraph 1.03(A)	\$533,640.00
Lump Sum Reimbursement	\$1,063,670.86
Total Cost of Improvements	\$1,837,448.86

- C. Construction services will be conducted in accordance with, but not limited to, Section 4 of the GSA Form L100, "DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES" and as amended in Lease Amendment No. 1.
- D. Upon completion, inspection, and GSA's acceptance of the Premises, a properly executed invoice requesting lump sum payment in the amount of \$1,063,670.86 must be submitted electronically to GSA Finance at www.finance.gsa.gov. The Lessor is responsible for visiting this website, applying for a login and password, and following the instructions to submit an invoice electronically.
- E. A copy of the invoice must be submitted to the Contracting Officer at the following address: General Services Administration, Attn: Lease Contracting Officer, 7771 W. Oakland Park Blvd, Suite 119, Sunrise, FL 33351-6737.
- F. 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.
 - Be submitted on company letterhead, or include the signature of the person(s) with whom the Lease contract is made.
- G. 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 as required by the Lease.
- H. All other terms and conditions of the Lease remain in full force and effect.
- I. Exhibits: G&C OC Investors, LLC Change Order Letter, July 14, 2017

INITIALS:


 LESSOR

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 GOVT