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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. <u>3</u> |
| | TO LEASE NO. GS-04P-LFL60382 |
| LEASE AMENDMENT | |
| ADDRESS OF PREMISES: South Fork Marina Parcel 1 Building 1975 NW 11 th St. Miami, FL 33125 | PDN Number: N/A |

THIS AMENDMENT is made and entered into between Miami River Waterfront, LLC

95 S Federal Hwy, Ste 100
whose address is: Boca Raton, FL 33432

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease contract to issue a notice to proceed with the Tenant Improvements.

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 November 1, 2016 as follows:

I. Paragraph Lease Term, of the Standard Form L201C, on page 1 of the Lease, is hereby amended as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 1, 2016 through October 31, 2031. Subject to termination rights as may be herein after set forth.

Paragraph 1.03 RENT AND OTHER CONSIDERATIONS is hereby amended as follows:

The Government shall pay Lessor annual rent payable in monthly installments in arrears, at the following rates.

| 11/01/2016 – 10/31/31 | |
|---------------------------------------|---------------------|
| ANNUAL RENT | |
| SHELL RENT ¹ | \$322,934.13 |
| TENANT IMPROVEMENTS RENT ² | \$30,115.55 |
| OPERATING COSTS ³ | \$65,797.50 |
| PARKING ⁴ | \$37,500.00 |
| BOAT SLIP ⁵ | \$52,500.00 |
| TOTAL ANNUAL RENT | \$508,847.18 |

¹Shell rent calculation:

(Firm Term) \$36.81 per RSF multiplied by 8,773 RSF

²The Tenant Improvement Allowance of \$317,355.72 is amortized at a rate of 5 percent per annum over 15 years.

³Operating Costs rent calculation: \$7.50 per RSF multiplied by 8,773 RSF

⁴Parking Costs rent calculation: \$125.00 per parking space per month multiplied by 25 parking spaces (surface/outside).

⁵Annual Cost for Boat Slip: \$52,500

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: Philip J. Procacci
Title: Manager
Entity Name: Miami River Waterfront, LLC
Date: 1/3/17

FOR THE GOVERNMENT:

Signature: _____
Name: [Signature]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/10/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: [Signature]
Title: General Counsel
Date: 1/10/17

- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the lessor in a lump sum payment in the amount of **\$1,382,484.79**, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.

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. 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. 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.

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

General Services Administration
Attn: GSA Contracting Officer
Address
Address
City, State Zip

A proper invoice must include the following:

Invoice date
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 PON#

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- III. By acceptance of this Lease Amendment, the Lessor further substantiates that no further costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional change orders to the original construction cost, they will also be incorporated by the Lease Amendment and a notice to proceed will be issued.
- IV. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit 14 23 pages).
- V. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

END OF DOCUMENT

INITIALS:


LESSOR

&


GOVT