

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LFL60438
Address of Premises: The Commonwealth Financial Center 12730 New Brittany Boulevard Fort Myers, FL 33907-4681	PDN Number: PS0038281

THIS AMENDMENT is made and entered into between

S. W. Enterprises Associates, Inc.

whose address is: 12730 New Brittany Blvd. Ste 423
Fort Myers, FL 33907-4685

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 the Notice To Proceed for the tenant improvements to the Government leased space on the 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 of this Lease Amendment (LA). Notice To Proceed (NTP) is issued for the NOT TO EXCEED amount of \$440,183.89, work that is done that exceeds the cost specified will be the financial responsibility of the Lessor.

- A. The Government hereby accepts the Lessor's proposal to for the tenant improvements to the Government leased space of the Premises as agreed by all parties and in accordance with the Lease terms, the Lessor's proposal, and the scope of work provided. The price to the Government for the tenant improvement totals \$440,183.89.
- B. The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the tenant improvements to the space.

This Lease Amendment contains three (3)

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: _____

Title: _____

Entity Name: _____

Date: _____

Donald J. Carmeli
Vice President
S.W. Enterprises Assoc. Inc.
April 26, 2017

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Date: _____

Gregory Trimble
Lease Contracting Officer
GSA, Public Buildings Service,
5/2/2017

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Christine Franchi
Office Manager
April 24, 2017

- C. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 15 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 30 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.
- D. Completion of the alteration is required within one hundred twenty (120) calendar days of Lessor's receipt of fully executed notice to proceed.
- E. Construction services will be conducted in accordance with, but not limited to, Section 4 "DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES" of the Lease.
- F. Upon completion, inspection, and the GSA's acceptance of the construction services, a Lease Amendment will memorialize the amount of \$440,183.89. Tenant improvement and BSAC allowance will be amortized at the interest rate 3.50% not to exceed the Firm Term of the Lease. The amount allocation is as follow:

Tenant Improvement Allowance	\$155,679.89
BSAC/Security Allowance	\$42,339.00
Total Amortized Rent	\$198,018.89
BSAC Lump Sum Payment	\$242,165.00
Total	\$440,183.89

- G. A properly executed invoice requesting lump sum payment in the amount of \$242,165.00 must be submitted electronically to GSA Finance and a copy of the invoice submitted to the Contracting Officer at:

General Services Administration
7771 W. Oakland Park Boulevard, Suite 119,
Sunrise, FL 33351-6737

- H. Payment will be made electronically through the finance website www.finance.gsa.gov. The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessor shall follow the instructions posted on that website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling (817) 978-2408 or by email at FW-Paymentsearch.finance@gsa.gov.

For an Invoice to be considered proper, it must:

- Be received after the acceptance of the work by the General Services Administration.
- Include an invoice date, a unique, vendor-supplied invoice number AND 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 above.
- Include the Lease contract number, building address, and a description of the work provided, price, and quality 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 all tenant improvements.
- J. All other terms and conditions of the Lease remain in full force and effect.
- K. Attachments: 1. Lessor's Proposal TICS (1 page)

INITIALS:


LESSOR

&


GOVT

2. Construction Drawings (19 pages)

3. Security Scope of Work (8 Pages)

L. The remainder of this page was left blank intentionally.

INITIALS:


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