

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LFL60477
ADDRESS OF PREMISES 501 South Flager Drive, West Palm Beach, FL 33401-5949	PDN Number:

THIS AMENDMENT is made and entered into between Flager Center Properties,LLP

whose address is: 505 South Flager Drive, Suite 1010, West Palm Beach, FL 33401-5949

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

WHEREAS, the parties hereto desire to establish the annual rent and the amount of actual Tenant Improvement Cost.

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 May 3, 2017 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 11/21/2016.
 - The approved Construction Drawings (Cds) dated 1/24/2017.
 - The Tenant Improvement Cost Summary (also known as the TI proposal); and back up contractor data, transmitted on 4/7/2017.
- B. Notice to proceed is hereby issued for the above mentioned work, not to exceed the tenant improvement allowance of \$246,556.44. This cost shall include all necessary labor, materials and equipment required to complete the tenant improvement.

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:

FOR THE GOVERNMENT:

Signature: [Redacted]

Signature: [Redacted]

Name: Richard S. Johnston Jr

Name: James Thompson

Title: co-managing partner

Title: Lease Contracting Officer

Entity Name: Flager Center Properties, LLP

Title: GSA, Public Buildings Service

Date: May 8, 2017

Date: 5/11/17

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: Annette Devlin

Title: Accts

Date: May 8, 2017


- C. Following receipt of a valid Certificated of occupancy, completion, inspection and acceptance of the space by the Contracting Officer, payment of the tenant improvement shall be broken down as follows:

Reimbursement Method	Total
Tenant Improvement Allowance amortized in the lease in accordance with paragraph 1.03	\$431,625.91
Total Cost of Improvements as of 5/3/2017	\$246,556.44
Remaining Tenant Improvement Allowance to be utilized by the tenant during construction. (If this amount is not utilized it will be reduced from the rent and captured in a subsequent lease amendment upon acceptance of space.	\$185,069.47

- D. **UPON FINAL EXECUTION** of this LA, the Lessor shall develop a Construction Schedule within 10 Working Days. The Construction schedule shall be reviewed and approved by the Government. Progress meetings will be held weekly, as applicable.
- E. All work shall commence on May 15, 2017 the Final completion of Punch list items shall be within (30) days of the date of substantial completion.
- F. **THE LESSOR** shall notify the Lease Contracting Officer, James Thompson, in writing via e-mail James.F.Thompson@gsa.gov Ten (10) days before substantial completion to schedule and arrange an inspection. Said inspection and acceptance of such work by the Government shall occur within seven (7) calendar days of the Lessor's notification. Following the same, rent shall commence on the date of acceptance of substantial completion and receipt of certificate of occupancy by the Government.

ALL OTHER TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN IN FORCE AND EFFECT.

INITIALS:


LESSOR

&


GOVT