

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-61859
ADDRESS OF PREMISES  900 North 14 <sup>th</sup> Street Leesburg, FL 34748-3817	PDN Number: <i>PS0029355</i>

**THIS AMENDMENT** is made and entered into between **Xenia Management Corporation**

whose address is: 2340 Drew Street, STE 300, Clearwater, FL 33765-3310

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 with tenant improvements to Block 1 of 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 as follows:

- A. The Government hereby accepts the Lessor's proposal to provide, install, and maintain the tenant improvements to Block 1 of the Premises as agreed by all parties and in accordance with the Lease terms, the Lessor's proposal (transmitted to the Government by the Lessor on June 26, 2014), and the scope of work provided including the following:
- a. 1FL2207 [Redacted] Leesburg Construction Drawings, transmitted to the Government by the Lessor June 26, 2014
  - b. 1FL2207 [Redacted] Leesburg Smith Group Drawings, dated January 14, 2014
  - c. 1FL2207 [Redacted] Leesburg "Special Requirements - Revised May 2011"
  - d. 1FL2207 [Redacted] Leesburg "Security System Scope of Work", transmitted to the Lessor by the Government April 16, 2014
  - e. 1FL2207 [Redacted] Leesburg "Security SOW - Exhibit 1", transmitted to the Lessor by the Government April 16, 2014

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: [Redacted]  
 Title: Auth Mbe  
 Entity Name: \_\_\_\_\_  
 Date: 7/9/14

**FOR**

Signature: [Redacted]  
 Name: [Redacted]  
 Title: \_\_\_\_\_  
 GSA, Public Buildings Service,  
 Date: 7/10/14

**WITNESS**

Signature: [Redacted]  
 Name: [Redacted]  
 Title: \_\_\_\_\_  
 Date: 7/9/2014

- B. Notice to proceed is hereby issued for the above mentioned work totaling \$556,112.21. This shall include all necessary labor, materials, and equipment required to complete the tenant improvements. Completion of all tenant improvements is required within ninety (90) calendar days of the Lessor's receipt of the fully executed notice to proceed.
- C. All tenant improvements shall be incorporated into the construction drawings (where necessary for permitting) and submitted to the Government for review prior to the commencement of work. In addition, these tenant improvements shall be incorporated into the final as built drawings and submitted to the Government within thirty (30) calendar days of completion of the work by the Lessor and acceptance of the work by the Government.
- D. Payment for the tenant improvements shall be broken down as follows:

Tenant improvement costs amortized in the rent:	\$ 436,078.59
<u>Lump sum payment to the Lessor:</u>	<u>\$ 120,033.62</u>
Total costs for tenant improvements:	\$ 556,112.21

- E. The Lessor hereby certifies that the price to the Government for tenant improvements, as detailed in version five (5) of the tenant improvement cost summary (TICS) table, includes all work to Block 1 of the Premises as specified in the construction drawings and performed in accordance with the Lease terms and the scope of work provided. The Government shall not be responsible for costs that the Lessor failed to specify in version five (5) of the tenant improvement cost summary (TICS) table that was transmitted to the Government by the Lessor on June 26, 2014. The Government shall only fund change orders for work that is not specifically noted in the scope of work provided, including the construction drawings that were transmitted to the Government by the Lessor on June 26, 2014. Upon request by the Government, the Lessor shall demonstrate that the price for any change order is not duplicated from version five (5) of the tenant improvement cost summary (TICS) table. Any and all change orders or deviations from the construction drawings must be submitted to and authorized by the Government prior to initiation of the work by the Lessor.
- F. Upon completion, inspection, and the GSA's acceptance of the tenant improvements, a properly executed invoice requesting a lump sum payment in the amount of \$120,033.62 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

Payment will be made electronically through the finance website [www.finance.gsa.gov](http://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](mailto:FW-Paymentsearch.finance@gsa.gov).

For an invoice to be considered proper, it must:

- a. Be received after the acceptance of the work by the General Services Administration.
- b. Include an invoice date, a unique, vendor-supplied invoice number AND GSA Supplied PS Number.
- c. Indicate the exact payment amount requested.
- d. Specify the payee's name and address.
- e. The payee's name and address must EXACTLY match the Lessor's name and address listed above.
- f. 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.

- G. The Lessor hereby waives restoration as a result of all tenant improvements.
- H. All other terms and conditions of the Lease remain in full force and effect.

INITIALS:  LESSOR &  GOVT