

|  |                                  |
|--|----------------------------------|
| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE        | LEASE AMENDMENT No. 5            |
|  | TO LEASE NO. GS-04B-62075        |
| LEASE AMENDMENT  |                                  |
| ADDRESS OF PREMISES<br>3215 Highway 77, Panama City, FL 32405-5007 | PDN Number:<br><b>PS 0033158</b> |

**THIS AMENDMENT** is made and entered into between **R & S Panama City LLC**

whose address is: **362 SW Atwater Way  
Madison, Florida 32340-8500**

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

**WHEREAS**, the parties hereto desire to amend the above Lease.

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 3/20/15, as follows:

This LA reflects a "final" reconciliation of tenant improvements in excess of the tenant improvement allowance (TIA) in the rental consideration. The annual rental consideration includes TIA of ~~\$424,734.36~~ at 6.62% to be amortized over the firm term of the lease. The Lessor will be reimbursed lump sum for the following costs in excess of the tenant improvement allowance:

**355,948.38 WGR MT**

|  |                     |
|--|---------------------|
| Total Construction Costs per Tenant Improvement Summary Cost Estimate (TICS) | <b>\$823,707.61</b> |
| Less TIA - Amortized in Annual Rent per Clause 1.08 and 1.09 of the Lease    | <b>\$355,948.48</b> |
| Total Construction Cost in Excess of the TIA amortized in rent               | <b>\$467,759.13</b> |
| Less Lump Sum Pay #1 for the TI Overage                                      | <b>\$467,180.65</b> |
| <b>Total Lump Sum Payment to be made to the Lessor for the TIA Overage</b>   | <b>\$ 578.48</b>    |

1. This Lease Amendment shall also serve as your formal Notice to Proceed (NTP) to furnish and install all Tenant Improvements as required and outlined in the Lease Contract.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

as of the below date.

FOR

Signature:  
Name:  
Title:

GSA, Public Buildings Service,  
Date: 3-19-15

Entity Name: R & S Panama City LLC  
Date: 3-19-15

**WITNESSED FOR THE LESSOR BY:**

Signature:  
Name:  
Title:  
Date:

Assistant Branch Manager  
3-19-15

2. Notice to Proceed (NTP) is issued totaling \$ **578.48** for the Tenant Improvement Overage. This shall include all necessary labor, approvals, materials, and equipment required to complete the alterations.
3. Upon completion, inspection, and the GSA's acceptance of the alterations, a properly executed invoice requesting lump sum payment in the amount of \$ **578.48** must be submitted electronically to GSA Finance and a copy of the invoice submitted to the Contracting Officer at:

Attention: Milagros Lemus-Toro  
General Services Administration  
Leasing Division  
400 West Bay Street, Suite 67  
Jacksonville, FL 32202

4. Payment will only be made electronically through the finance website at [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 the 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).
5. For an invoice to be considered proper, it must:
  6. Be received after the acceptance of the work by the General Services Administration.
  7. Include an invoice date, a unique, vendor-supplied invoice number AND GSA supplied PS Number.
  8. Indicate the exact payment amount requested.
  9. Specify the payee's name and address.
  10. The payee's name and address must EXACTLY match the Lessor's name and address listed in the Lease contract.
  11. Include the Lease contract number, building address, and a description of the work provided, price, and quality of the
    - a. Item(s) delivered.
  12. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice.
  13. The Lessor hereby waives restoration as a result of improvement.

**All other terms and conditions of the lease shall remain in full force and effect.**

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

INITIALS:  &   
LESSOR GOVT