

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-04P-LFL60477
ADDRESS OF PREMISES 501 South Flagler Drive West Palm Beach, FL 33401-5949	PDN Number: PS0042247

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

whose address is: **501 South Flagler Drive
 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 amend the above Lease to: **issue the Notice to Proceed to install security equipment in the temporary swing space, Suites 305, 400 and 1325**

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 09/11/2018 as follows:

- A. The Government hereby accepts the Lessor's proposal for alterations to 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 alteration totals the NOT TO EXCEED amount of \$17,190.96. Work done above the specified amount will be the Lessor's sole responsibility.
- B. The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction cost and services, and all other similar cost and expenses associated with the alterations to the space as stated in the Statement of Work. All work must be completed within 4 weeks from issuance of this Notice to Proceed.
- C. The Lessor will be paid a lump sum payment in the amount of \$17,190.96 after completion of the work and acceptance by the Government. Payment will only be due for items which are (a) stated in the Lease Amendment, (b) stated and depicted

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: [Redacted Signature]

Signature: [Redacted]
 Name: Donald S. Johnson Jr
 Title: CO-managing Partner
 Entity Name: Flagler Center Properties, LLP
 Date: 9-11-18

FOR THE GOVERNMENT: [Redacted Signature]

Signature: [Redacted]
 Name: Gregory Trimble
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 9/13/18

WITNESSED FOR THE LESSOR BY: [Redacted Signature]

Signature: [Redacted]
 Name: Annette Devlin
 Title: Accounting
 Date: 9-11-18

in the Statement of Work, or (c) specifically requested in writing by the GSA Lease Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time.

- D. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. If after the lease term and any extended, renewal, or succeeding lease term the Government elects to abandon any items in place, title shall pass to the Lessor.
- E. 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 name and password. After acceptance by the Government, the Lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance navigating the website or submitting the invoice can be found by email at FW-Paymentsearch.finance@gsa.gov

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

General Services Administration

Attn: Gregory Trimble

7771 West Oakland Park Boulevard, Suite 119

Sunrise, FL 33351-6737

A proper invoice must include the following:

- Unique, vendor supplied invoice number
- Invoice date
- Name and Address of the Lessor EXACTLY as written on the Lease or as listed on this Lease Amendment
- Lease contract number, building address, and description, price and quantity of the item(s) delivered
- GSA PDN Number: **PS042247**

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

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

Attachments:

1. Security Statement of Work (32 pages)
2. Lessor's Proposal (4 pages)

INITIALS:


LESSOR

&


GOV'T