

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LFL62198
ADDRESS OF PREMISES  3701 NW 82 <sup>nd</sup> Avenue Unit B Doral, FL 33166	PDN Number:

THIS AMENDMENT is made and entered into between Richter Developments LTD,

whose address is: 6358 MANOR LANE, SOUTH MIAMI, FLORIDA 33143

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: (1) establish the commencement date and lease term, (2) establish commission amount and payment schedule.

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 March 14, 2016 as follows:

- A. The subject space was deemed substantially complete on February 24, 2016. The term of the lease and payment of rent shall commence on March 07, 2016 and shall continue through March 06, 2026, subject to termination rights as set forth in Paragraph 1.05 of the Lease. The firm term shall end on March 06, 2026
- B. Pursuant to approved change orders to the construction contract, the Government agrees to remit to the Lessor a one time lump sum payment in the amount of such change orders. The payment amount is comprised of the following elements: (a) A total of \$36,298.83 for the following change order work: Breakroom Operable Partitions [REDACTED], [REDACTED] Drywall Closure and Laminate Flooring in Conference Room [REDACTED], and Additional Fire Alarm and Lite Panel at Breakroom Door [REDACTED], CO#6 [REDACTED], CO#7 [REDACTED], CO#8 [REDACTED] and CO#9 [REDACTED]. Pursuant to its prior agreement to do so, the Government also agrees to remit to the Lessor a payment in the amount of \$10,000.00 representing the agreed upon cost of Design Intent Drawings for the revised scope of design of tenant improvements. The Lessor must invoice for these and any other payments in accordance with the instructions noted in Paragraph (C) below.

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:

Signature: [REDACTED]  
Name: RICHARD V. RICHTER  
Title: PARTNER  
Entity Name: RICHTER DEVELOPMENTS, LTD  
Date: MARCH 30, 2016

FOR THE

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 4/7/16

WITNESSED

Signature: [REDACTED]  
Name: CHRISTINE N. PATEL  
Title: LEGAL SECRETARY  
Date: MARCH 30, 2016

- C. The lump sum payment of \$45,298.83 shall be remitted to Lessor after completion, inspection and acceptance of the Tenant Improvement work by the Contracting Officer or GSA field office representative, and receipt from Lessor of an original invoice. The Lessor hereby waives future restoration rights as a result of these improvements. An advance copy of the invoice must be sent to James Thompson, Lease Contracting Officer, at [james.f.thompson@gsa.gov](mailto:james.f.thompson@gsa.gov) for review and approval. Upon approval by the Lease Contracting Officer, the Lessor must submit the properly executed invoice directly to <http://www.finance.gsa.gov> or a properly executed original invoice shall be forwarded to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, Texas 76102-0181

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

General Services Administration  
Attn: James Thompson, Section Chief  
7771 W. Oakland Park Blvd  
Sunrise, FL 33351

For an invoice to be proper, it must:

1. Be received after the execution of this LA.
  2. Reference Pegasys Document Number (PDN) \_\_\_\_\_
  3. Include a unique, vendor-supplied invoice number
  4. Indicate the exact payment amount requested, and
  5. Specify the payee's name and address. Payee's name and address MUST EXACTLY match the Lessor's name and address listed above.
- D. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.
- E. In consideration of the agreed upon 3/7/2016 rent commencement, Lessor agrees to release GSA from any claim for delay damages under the construction contract up to 3/14/2016, and for any claim for general conditions under the construction contract after 3/7/2016.
- F. This Lease Amendment resolves all claims against GSA regarding the change orders and costs referenced in Paragraph B herein. With those exceptions, and except to the extent affected by Paragraph E above, Lessor reserves all other claims against GSA.

INITIALS:

  
LESSOR

&

  
GOVT