

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-04B-61869
ADDRESS OF PREMISES 469 West 23 rd Street, 2 nd Floor Panama City, FL 32405-7622	PDN Number:

THIS AMENDMENT is made and entered into between **Regions Bank**

whose address is: 250 Riverchase Parkway East
Suite 600
Birmingham, AL 35244-1832

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 when signed by both parties, as follows:

- A. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to furnish and install the Scope of Work outlined in Change Order #1 identified as Exhibit "A" and provides Notice to Proceed in the amount of \$77,810.56. The Lessor will be paid upon completion, inspection and acceptance of the Scope of Work by the Government.


The total cost of the tenant improvements is \$511,836.56 [\$434,026.00 + \$77,810.56]. The Tenant Improvement Allowance (TIA) in the amount of \$152,310.41 at \$36.4728 per ABOASF will be amortized over a period of 60 months at an interest rate of 5%, payable monthly at a rate of \$2,874.29 or \$34,491.12 annually. The overage in Tenant Improvements (TI) cost shall be reimbursed to the Lessor in a one-time lump sum payment **not to exceed** the amount of \$359,526.15 [\$281,715.59 + \$77,810.56].

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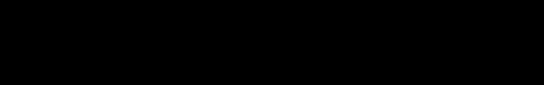
This Lease Amendment contains 2 pages.

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: 
Name: _____
Title: Senior Vice President
Entity Name: Regions Bank
Date: May 28, 2013

FOR THE GOVERNMENT:

Signature: 
Name: ELYNOR M. GIBBLE
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/28/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Corey J. Cox
Title: Assistant Vice President
Date: May 28, 2013

- B. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$359,526.15, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

A properly executed invoice requesting lump sum payment in the amount of \$359,526.15 must be submitted electronically to the GSA Finance Office and a copy of the invoice must be submitted to the Contracting Officer at:

General Services Administration
Room 119
7771 W. Oakland Park Blvd
Sunrise, FL 33351

For an invoice to be considered proper, it must:

- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA Supplied PS Number PS0025158
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above.
- 5) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed electronic invoice or acceptance of the work by the Government, whichever is later.

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 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

- C. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS: KOP & JANET
LESSOR GOVT