

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT 3
LEASE AMENDMENT	TO LEASE NO. GS-04B-61947
ADDRESS OF PREMISES 1290 Premier Drive, Suite 210 Chattanooga, TN 37421-3707	PDN Number: PS0029132

THIS AMENDMENT is made and entered into between **1290 Pointe Centre Partners, GP**
 whose address is: 1200 Premier Drive, Suite 210
 Chattanooga, TN 37421-3729

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 October 1, 2014 as follows:

The purpose in this SLA is to amend LA#2 and issue a Lump Sum payment for Delay Claim #1 and Change order request in the amount of \$111,381.88.

- A. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements and issue a Notice to Proceed for Tenant Improvements in the amount of \$621,690.13.

In accordance with the lease paragraph entitled Tenant Improvements Renal Adjustment, Tenant Improvements will be paid as follows:


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: Owner
 Entity Name: 1290 Pointe Centre Partners, GP
 Date: 10/1/14

FOR THE GOVERNMENT:

Signature: 
 Name: APRIL CAMPBELL
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: October 2, 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: Facilities Mgr
 Date: 10-1-14

Tenant Improvements Amortized in Rent*	\$496,680.95
Lump Sum Payment to Lessor**	\$111,381.88
Lump Sum Payment to Lessor ***	\$ 13,627.30
Tenant Improvements Total	\$621,690.13

*Tenant Improvements shall be amortized through the rent over 60 months at 7.25%

**Delay Claim #1 Costs for material price increases and Change Order

*** Delay Claim #2: Costs for De-mobilization

█ does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes, or modifications of the Lease, unless approved by a GSA Lease Contracting Officer. To enter in such agreements with █ may result in unrecoverable costs for the Lessor.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$125,009.18, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

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

The Payment Document Code No. is PS0029132 in the amount \$125,009.18 must be included with payment submittals.

The Lessor hereby waives restoration as a result of all improvements. 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 the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, their terms and conditions of this Agreement shall control and govern.

Payment will be made electronically through the finance website. 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.

INITIALS:

RAH
LESSOR

&

AC
GOVT