

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-62156
ADDRESS OF PREMISES 1980 Nonconnah Blvd Memphis, TN 38132-2115	PDN Number: <i>PS0027071</i>

THIS AMENDMENT is made and entered into between Nonconnah Holdings, LLC

whose address is: 2329 Nostrand Avenue, Suite 500, Brooklyn, NY 11210

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 a Notice-to-Proceed on the Tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Supplemental Lease Agreement (SLA) and the Notice to Proceed is issued for the NOT-TO-EXCEED amount of \$760,728.77 in accordance with the specifications detailed in the Construction Documents and TICS summary dated 6/26/2013 (see attached).

TI Bids	\$760,728.77
TI Allowance	\$522,178.72
Paid via Lump Sum	\$238,550.05


The occupying tenant agency 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 this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor. The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space.


After inspection by the Contracting Officer or their designee, the Lessor shall receive a lump sum payment in the amount of above not to exceed \$238,550.05. A final invoice will be required, prior to payment.


This Lease Amendment contains 3 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: TOMAS ROSENTHAL
 Title: MANAGING MEMBER
 Entity Name: NONCONNAH HOLDINGS LLC
 Date: 7/29/13

FOR THE GOVERNMENT: 
 Signature: _____
 Name: FRASER D. MITCHELL
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 8/9/2013

WITNESSED FOR THE LESSOR BY:

 Signature: _____
 Name: AVI PEISON
 Title: GENERAL COUNSEL
 Date: 7/29/13

The original invoice for the items above must be submitted directly to the GSA Finance Office online at www.finance.gsa. A copy of the invoice must be provided to the Contracting Officer at the following address:

GENERAL SERVICES ADMINISTRATION
Attn: Randell Mills, Contracting Officer
Leasing Division – 4PR1C
MLK Junior Federal Building
77 Forsyth Street SW, Suite G-40
Atlanta, Georgia 30303-3458

A proper invoice must include the following:

Invoice date;

Name of the Lessor as shown on the Lease;

Lease contract number, building address and a description, price and quantity of the items delivered;

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

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

INITIALS: TR & Rm
LESSOR GOVT