

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 11
LEASE AMENDMENT	
ADDRESS OF PREMISES Park Office Center 800 Park Drive Durham, NC 27709-4385	TO LEASE NO. GS-04B-62477

THIS AGREEMENT, made and entered into this date by and between **Davis 54, LLC**
whose address is: **12 Davis Drive, PO Box 12255, Research Triangle, NC 27709-0003**

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 order tenant improvements and establish a partial notice to proceed.

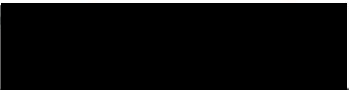
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:


This lease amendment is written to amend paragraph 1.05 **TERMINATION RIGHTS** and re-state and amend change orders.


1. Paragraph 1.05 of this lease is deleted and replaced with the following:
The Government may terminate this Lease, in whole or in part, at any time effective on March 27, 2027 by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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: Linda Hall
Title: OFO
Entity Name: Davis 54, LLC
Date: 9/20/16



FOR THE GOVERNMENT 
Signature: _____
Name: _____
Title: _____
GSA, Public Buildings Service, 4PRO1
Date: 11/5/2016

WITNESS 
Signature: _____
Name: Vin T. Ly
Title: Sr. Financial Accountant
Date: 9/20/16

	Firm Term 03/28/2016- 03/27/2019	Firm Term 03/28/2019- 03/27/2020	Firm Term 03/28/2020- 03/27/2021	Firm Term 03/28/2021- 03/27/2022	Firm Term 03/28/2022- 03/27/2027	Non-Firm Term 03/28/2027- 03/27/2031
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent	
Shell Rent ¹	\$ 563,105.50	\$ 607,764.99	\$ 611,460.84	\$ 581,047.49	\$ 613,917.99	\$ 761,927.02
Tenant Improvements rent ²	\$ 175,877.77	\$ 175,877.77	\$ 175,877.77	\$ 175,877.77	\$ 175,877.77	\$ -
Operating Costs ³	\$ 176,447.36	\$ 176,447.36	\$ 176,447.36	\$ 159,429.56	\$ 159,429.56	\$ 159,429.56
Building Specific Amortized Capital (BSAC) ⁴	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parking ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ABOA	35,375	35,375	35,375	31,981	31,981	31,981
RSF	39,012	39,012	39,012	35,247	35,247	35,247
Total Annual Rent⁶	\$ 915,430.63	\$ 960,090.12	\$ 963,785.97	\$ 896,354.82	\$ 949,225.32	\$ 921,356.60

2. Change Orders listed in this lease amendment will replace Lease Amendments 6 and 7.

CO1	5 th Floor Knee Wall		
CO4	Re-work Power Block		
CO5	Install owner provided AV blocks		
CO6	Install Power Circuit in Storage RM5092		
CO7	Directors area corridor wall alignment change		
CO8	Install Ground Bar in 5th Floor IT Room		
CO9	ARO Door Hardware esthetic match		
CO12	Sealing 4th Floor Server Room		
CO13	Change Power Requirements at [REDACTED] and IT rooms		
CO14	Installation of Electrical Poke Through in Conference Room		
CO15	Install Ground Bar in 4th Floor Server Room		
CO16	Backer board Install in Conference Room		
CO19	1st Floor Conduit Installation		
CO20	[REDACTED] Rm Door Change		
CO21	Server Rm Ckt Installation		
CO22	Installation of Clerestory Windows		
CO23	5th Floor Restroom Lights Replacement		
CO24	Relocation of F5 Light Fixtures		
CO25	Relocation of Directors Conf. Millwork		
CO26	Level 5 Finish existing walls on 5th floor		
CO27	Replace 2 wood doors with glass doors		
CO29	[REDACTED] Room Door Hardware credit		
CO30	Door Hardware changes per owner		

INITIALS:  LESSOR &  GOVT

CO31	Electrical in IT room modification		
CO32			
CO32			
CO33	Director Suite Glass Door Threshold		
CO34	Install new door openers for all glass doors		
CO35	Install Doors in Operable Partitions		
CO36	Install Circuit's For Projector Screen		
CO37	Credit For Wood Sills		
CO38	Monument Sign		
CO40	Elevator Technician Assistance with		
CO41	Directors Suite Rear Door Exit Sign and Push Button		
			Total Cost
			\$136,482.00

3. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$136,482.00 upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

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.

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

General Services Administration
Attn: Alvin Jackson
Real Estate Division (4PEA)
77 Forsyth St. Suite 500
Atlanta, GA 30303

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 item(s) delivered
- GSA PDN Number _____ (to be supplied by Contracting Officer after completion and acceptance of work.) If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

INITIALS:  & 
LESSOR & GOVT