

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u> TO LEASE NO. GS- <u>04B - 62024</u>
ADDRESS OF PREMISES 2100 Richard Arrington Jr. Boulevard North Birmingham, AL 35203-1101	PDN Number: PS0025475

THIS AMENDMENT is made and entered into between Birmingham – Jefferson Civic Center Authority

whose address is: 2100 Richard Arrington Jr. Boulevard North, Birmingham, AL 35203-1101

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 December 28, 2012 as follows:

- I. This Lease Amendment (LA) No. 1 has been prepared to issue acceptance and Notice to Proceed of the Lessor's proposal for Tenant Improvements in the total amount of \$71,043.13 submitted December 18, 2012. The cost has been determined to be fair and reasonable.
- II. The Lessor will be issued a lump sum payment for \$23,551.39 upon completion, inspection and acceptance according to the Scope of Work by the Government. The remainder \$47,491.74 will be amortized in the lease over the firm term.
- III. Payment is predicted on receipt of this signed SLA and the certified invoice at the time of work completion. All invoices shall be filed electronically at www.finance.gsa.gov or mailed to Greater Southwest Finance Center – 7BCP, PO BOX 17181 Fort Worth, Texas 76102-0181 along with a copy to Region 4 GSA/PBS. The Payment Document Code No. is PS0025475 in the amount of \$23,551.39 must be included with payment submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government.

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: [Signature]
Name: Tad Snider
Title: Executive Director
Entity Name: Birmingham-Jefferson Civic Center Authority
Date: 1-14-2013

FOR THE GOVERNMENT:

Signature: [Signature]
Name: L. Shambra L. Green
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/16/2013

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Andrea Faush
Title: Director of Real Estate
Date: 1-14-2013

Except as modified in this agreement, all terms and conditions of the Lease shall remain in the full force and effect, and in the event that any of the terms and conditions of the agreement conflict with the terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this agreement shall control and govern

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

General Services Administration
Attn: LeShaundra L. Greer
77 Forsyth Street, Room 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 items delivered
- GSA PDN # PS0025475

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

- IV. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease.
- V. The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS:


LESSOR

&


GOV'T