

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. <b>GS-04B-61944</b>
ADDRESS OF PREMISES  <b>5255 Snapfinger Park Drive, Suite 160 Decatur, GA 30035-4083</b>	PDN Number:

**THIS AMENDMENT**, made and entered into this date by and between **Snapfinger Tech Associates, LP**

whose address is **3390 Peachtree Road NE  
Suite 1200  
Atlanta, GA 30326**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease contract as indicated below.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **February 27, 2013**, to issue a notice to proceed for the following Scope of Work:

- A. The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the Security System per the proposal identified as Exhibit "A" and provides Notice to Proceed for security installation in the amount not to exceed **\$70,120.34**. The Lessor will be paid upon completion, inspection and acceptance of the Scope of Work by the Government.
- B. The Lessor and the Government agree that a lump-sum payment for the total [REDACTED] cost shall be made in the amount not to exceed **\$70,120.34**. Payment is predicated on receipt of this signed SLA and a certified invoice at the time of work completion as a prerequisite to Paragraph C below.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, drawings (including, without limitation, plans and specifications), installation cost and services and all other similar cost and expenses associated with the installation of the [REDACTED] Scope of Work, dated May 8, 2012, attached as Exhibit "B", and the Security Diagram as depicted in Exhibit "C" of this Lease Amendment No. #2

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: [REDACTED]  
Name: Robert C. Gorman III  
Title: General Partner  
Entity Name: Snapfinger Tech Associates L.P.  
Date: 3/4/2013

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: TERRY BERRY  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 03/05/13

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: Base  
Title: Asset Manager  
Date: 3/4/2013

attached hereto and made a part hereof. Notwithstanding the Government's review of Security Layout Drawings and Scope of Work dated 5/8/2012, the Lessor is solely responsible and liable for technical accuracy *as provided in the Scope of Work, Exhibit B*, in order to meet performance requirements and provisions for the lease, local codes, building ordinances and accessibility standards. *"Lessor will not be held responsible for errors and omissions on the part of the Government related to the Scope of Work as stated in Exhibit "B".*

*"Tenant shall be responsible for Security items specified in Exhibit "B" once Security work is completed in accordance with the specifications of Exhibit "B" and accepted by the Government. The Tenant shall be responsible for operation, maintenance, repair and replacement of the Security System."*

- C. Lessor will be paid in the lump sum amount not to exceed **\$70,120.34** after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in this Lease Amendment, and (b) stated or depicted in Exhibit "B", or (c) specifically requested in writing by the GSA Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These security items can be removed by the Government at any time. If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

"Upon vacating the premises at the end of the lease term or any extensions thereof, damage to the property associated with removal of these Security items will be identified during a Final Condition Survey conducted with representatives of the government and Lessor. A "fair and reasonable" cost estimate to repair said damage will be assessed and mutually agreed upon by all parties for which a lump sum payment will be made to the Lessor for repairs."

Payment will be made electronically through the finance website [www.finance.gsa.gov](http://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](mailto:FW-Paymentsearch.finance@gsa.gov).

Additionally, a copy of the properly executed invoice must be submitted to the GSA Contracting Officer at:

General Services Administration  
 77 Forsyth Street  
 Suite 500  
 Atlanta, Georgia 30303

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 PS 0025946
- 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.

ATTACHMENTS: Exhibit "A" – Security Proposal (Diversified Systems16.02), dated September 3, 2012  
 Exhibit "B" - Internal Revenue Physical Security System Scope of Work, dated May 8, 2012  
 Exhibit "C" - Security Diagram

INITIALS: RC & MD  
 LESSOR GOVT