

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04P-LGA62206
	BUILDING NO. GA1111ZZ
ADDRESS OF PREMISES 3000 FLOWERS ROAD S ATLANTA, GA 30341-4115	PDN Number:  <b>PS0036695</b>

**THIS AMENDMENT** is made and entered into between FD GSA Mercer LLC

whose address is: 1001 N 19<sup>th</sup> Street, Suite 930  
Arlington, VA 22209-1736

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 provide formal Notice to Proceed for Change Order 23D Rev. 2.


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 upon government execution, as follows:

This Lease Amendment contains 2 pages, plus Exhibit

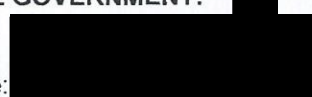
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
Name: Claiborne Williams  
Title: Manager  
Entity Name: FD GSA Mercer, LLC  
Date: 11/28/16

**FOR THE GOVERNMENT:**

Signature:   
Name: Michael Monaghan  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 11-29-16

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Kaci Williams  
Title: Associate  
Date: 11/28/16



Paragraph 7.10 is hereby deleted and replaced with the following:

#### 7.10 NOTICE TO PROCEED FOR CHANGE ORDERS

A. This LA shall serve as the Lessor's NTP (Notice to Proceed) with the Change Orders as outlined in the table below and on the referenced exhibits. The Government reviewed the Lessor's TI pricing as outlined in the table below and has determined it to be fair and reasonable. Said Not To Exceed pricing includes all costs for labor, materials, fees, overhead, profit, A/E Fees and any other costs required to complete this work. This work will be paid via a RWA as a lump sum payment upon acceptance of the improvements by the Government.

B.

	<b>RWA for Lump Sum Payment</b>	<b>\$845,341.65</b>		
	<b>Lump Sum LA 2</b>	<b>(\$113,933.07)</b>	<b>LA 2</b>	
	<b>Lump Sum LA 3</b>	<b>(\$294,805.88)</b>	<b>LA 3</b>	
	<b>Balance of RWA</b>	<b>\$436,602.70</b>		
<b>CHANGE ORDER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>APPROVED VIA LA#</b>	<b>EXHIBIT</b>
3R1	Glass Partition Conference Rooms/ Glass Partition employee Lounge		2	2A
4R1	2 Single Occ RR		2	2B
11	ERT Changes		2	2C
38	Cyber Conf. Room		2	2D
<b>CHANGE ORDER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>APPROVED VIA LA#</b>	<b>EXHIBIT</b>
23D Rev. 2	Exterior Generator Enclosure	\$294,805.88	3	3A
<b>Not To Exceed Total Change Orders approved for LA 3</b>		<b>\$294,805.88</b>		<b>N/A</b>

C. Lump sum payment procedures will be followed per Lease Amendment 2, paragraph 7.11. Total Lump Sum approved by this Lease Amendment is **Not to Exceed \$294,805.88**.

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN): **PS0036695**
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must **EXACTLY** match the Lessor's name and address listed above.
6. Include the lease number.
7. Include invoice date.
8. Include description, price, and quantity of work or services delivered.
9. Name, title phone number and mailing address of person to be notified in the event of a defective invoice

INITIALS:

CW  
LESSOR

&

cpa  
GOV'T