

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 11
	TO LEASE NO. GS-04P-LGA62206
	BUILDING NO. GA1111ZZ
ADDRESS OF PREMISES 3000 FLOWERS ROAD S ATLANTA, GA 30341-4115	PDN Number: PS 0038899

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

whose address is: 1001 N 19th 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 change Paragraph 7.13 CONSTRUCTION SCHEDULE, provide formal Notice to Proceed for non- sequential Change Orders per the table as outlined below and to add a Substantial completion deliverables paragraph to the 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 upon government execution, as follows:

The following paragraph from Lease Amendment 6 is hereby deleted and replaced with the following:

7.13 Construction Schedule


The Government has reviewed the attached construction schedule dated July 5, 2017 (Exhibit I) and has agreed to the delivery of all tenant and BSAC improvements required by the Lease and associated exhibits to the lease. This project shall be completed, inspected, and accepted by the Government not later than **August 14, 2017**, to include the completion of punchlist work. Per Section 4.14 LIQUIDATED DAMAGES (JUN 2012), in case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages **\$14,918.18** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available

This Lease Amendment contains 3 pages, plus Exhibits

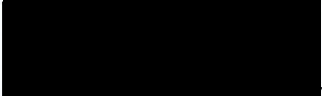
All other terms and conditions of the lease shall remain in force and effect.

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

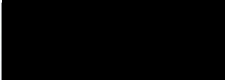
FOR THE LESSOR:

Signature: 
 Name: Claiborne Williams
 Title: Manager
 Entity Name: FD GSA Mercer, LLC
 Date: 7/25/17

FOR THE GOVERNMENT:

Signature: 
 Name: Michael Monaghan
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 7-31-2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Kaci Williams
 Title:
 Date: 7/25/17

under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay

Paragraph 7.14 is hereby added:

7.14 NOTICE TO PROCEED FOR CHANGE ORDERS UNDER A SPECIFIC RWA

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.

	RWA N1670536 for Lump Sum Payment				
	Lump Sum Payment LA 11		LA 11		
	Balance of RWA				
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	EXHIBIT	PDN
54	Fitness Center Equipment		11	11A	
55	Added plywood and Cable Tray		11	11B	
58	MDF Room 7-100 Changes		11	11C	
59	Nav Air Changes		11	11D	
60	Car Lifts		11	11E	
60b	Car Lift Additional requirements		11	11F	
61	Wall of Honor		11	11G	
62	PDS Conduit Changes		11	11H	
Not To Exceed Total Change Orders approved for LA 11		\$267,865.72			

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 \$267,865.72.**

For an Invoice to be considered proper, it must:

INITIALS: CW LESSOR & gpm GOV'T

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the PEGASYS Document Number (PDN) PS0038899
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.\

The following paragraph is hereby added:

7.15 SUBSTANTIAL COMPLETION DELIVERABLES

- A. Substantial Completion is determined upon compliance with Lease Section 7, Paragraph 7.07, *Substantial Completion Documentation Requirements*.
- B. In accordance with provisions of Lease LGA62206, Lessor shall deliver to the Government the following:
 1. As Built Drawings – within thirty (30) days after acceptance of the space - Lease Section 4, Paragraph 4.13;
 2. Copies of Warranties - within the first sixty (60) days after Occupancy;
 3. Schedule of Periodic Services – within sixty (60) days after Occupancy - Lease Section 6, Paragraph 6.16;
 4. 91 Day Radon Test Results – within ninety-one (91) days after Occupancy - Lease Section 6, Paragraph 6.24, D, 1;
 5. LEED Certification – within nine (9) months after Occupancy – Lease Section 3.0, Paragraph 3.51;
 6. Energy Star Label certification – within eighteen (18) months after Occupancy – Lease Section 3, Paragraph C;

INITIALS:

CW
LESSOR

&

cyh
GOVT