

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-04B-60323**

ADDRESS OF PREMISES: 340 Plus Park Blvd, Nashville, TN 37217-1001

THIS AGREEMENT, made and entered into this date by and between FDS Nashville, LLC
whose address is 1001 19th Street N., 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 incorporate change orders to the Tenant Improvements, issue the Notice to Proceed for change orders, and re-establish the LUMP SUM payment for TI Overage.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon the Government's execution of this Lease Amendment (LA) and the Notice to Proceed is issued for the NOT TO EXCEED amount of \$1,473,566.17 in accordance with the specifications detailed in the Lease **LTN60323 and the change orders #1 dated 10/9/17 and #2 dated 12/12/17** attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as stated in Lease LTN60323 and the change orders #1 dated 10/9/17 and #2 dated 12/12/17. All work must be completed within 30 days from issuance of this Notice to Proceed.

Lessor will be paid a lump sum payment in the amount of \$1,473,566.17 after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in the Lease or this Lease Amendment, (b) stated and depicted in change orders #1 and #2, 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 items can be removed by the Government at any time. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. 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.

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

FOR THE LESSOR:

Signature: [Redacted]
Name: Charbone Williams
Title: Manager
Entity Name: FDS Nashville, LLC
Date: 12/29/17

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Marc Skinner
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 1/2/18

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Maci Williams
Title: _____
Date: 12/29/17

Funding Information:

DUNS Number: 079829832
GSA Building Number: TN1172
Accounting Code: _____
Funds Certification: _____

Invoice submission for Payments will be made electronically through the GSA Finance Website at www.finance.gsa.gov. A copy of the invoice must be provided to the Building Manager at the following address:

General Services Administration
Attn: Darrell Hackworth
Street Address: 801 Broadway, Suite C113
City, State, Zip Code: Nashville, TN 37203

A proper invoice must include the following:

- Vendor supplied invoice number
- Invoice date
- Name and address of the Lessor, EXACTLY as written on the Lease contract or as listed on this Lease Amendment
- Lease Contract number, Building Address, and a description, price and quantity of the item(s) delivered
- GSA PDN Number **PS#0037472**

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

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous lease agreements, the terms and conditions of this Agreement shall control and govern.



Lessor

MS

Government