

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. LTN62286
ADDRESS OF PREMISES 220 ATHENS WAY NASHVILLE, TN 37228-1311	PDN Number: PS0027519

**THIS AMENDMENT** is made and entered into between IPC MetroCenter, LLC

whose address is: 220 Athens Way, Suite 101, Nashville, TN, 37228-1311

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 order tenant improvements which exceed the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 27, 2013, as follows:

- The Government hereby Issues Notice to Proceed for the construction of Tenant Improvements in the amount of \$192,930.20 for the United States General Services Administration (GSA) space located at 220 Athens Way, Suite 101, Nashville, TN, 37228-1311. The tenant improvements allowance of \$144,885.12 will be amortized into the rent over the firm term of the lease.

Base Cost of Tenant Improvements	\$	177,344.00
Lessor Project Management Fee: (5%)	\$	8,867.20
Architectural and Engineering: (1.50 per ABOA SF)	\$	6,719.00
<b>Tenant Improvements Total</b>	<b>\$</b>	<b>192,930.20</b>
<b>Tenant Improvements Amortized in Rent</b>	<b>\$</b>	<b>144,885.12</b>
<b>Lump Sum Payment to Lessor</b>	<b>\$</b>	<b>48,045.08</b>

This Lease Amendment contains {2} page.

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: \_\_\_\_\_  
Title: VICE PRESIDENT  
Entity Name: IPC Metro Center LLC  
Date: 9/27/13

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
Name: APRIL CAMPBELL  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 9/30/13

WITNESSED BY



Signature: \_\_\_\_\_  
Name: ALLISON ALLISON  
Title: Administrative Assistant  
Date: 9/27/13

- II. Upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment for a balance not exceeding \$48,045.08. Said invoice shall include the invoice date, the name and address of the Lessor, the lease number, the building address, this LA # and GSA PDN #.

The original invoice must be submitted directly to the GSA Finance Office. 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 the website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by phone at (817) 978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov). If unable to process the invoice electronically, Lessor may mail the invoices to the following addresses:

Lessor shall submit original invoice directly to:  
General Services Administration  
FTS and PBS Payment Division (7BCD)  
Fort Worth, TX 76102-0181

Lessor must copy Contracting Officer at:  
General Services Administration  
77 Forsyth St, SW  
Atlanta, GA 30303 - 3458

- III. The Government-approved construction drawings dated August 16, 2013 which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A (25 pages). This Notice to Proceed is in accordance with the estimate prepared by DWC Construction Company, Inc. and provided Behringer Harvard Dated September 18, 2013 and attached as Exhibit B.
- IV. The Lessor hereby waives restoration as a result of all improvements.

WHEREAS the occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

The attached General Conditions pages 1-5 are hereby made part of this LA number 1.

INITIALS:

LESSOR

&

GOVT