

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <i>32</i>
	TO LEASE NO. LTN62286
LEASE AMENDMENT	
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 **January 10, 2014**, as follows:

- i. 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. A reduction in scope of work results in a \$3,213.48 credit. The amount of \$144,885.12 will be amortized in the rent over the firm term of this lease at an annual interest rate of seven percent (7%).

Base Cost of Tenant Improvements	\$177,344.26
Change Order Credit	(\$3,213.48)
Lessor Project Management Fee: (5%)	\$8,706.54
Architectural and Engineering: (1.50 per ABOA SF)	\$6,719.00
Tenant Improvements Total	\$189,556.32
Tenant Improvements Amortized in Rent	\$144,885.12
Lump Sum Payment to Lessor	\$44,671.20

CONTINUED ON PAGE 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: _____
Name: _____
Title: _____
Entity Name: IPC MetroCenter, LLC
Date: 3/12/14

FOR THE GOVERNMENT:

Signature: _____
Name: April Campbell
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: March 12, 2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Sandy Colburn
Title: Property Manager
Date: 3/12/14

ii. Upon receipt of an original invoice by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment for a balance not exceeding \$44,671.20. 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 # PS0027519.

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. 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. 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

Sections 1.03 and 105 of the lease are hereby deleted in their entirety and replaced as follows:

Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A: The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates.

	FIRM TERM (01/10/14 – 01/09/19)		NON FIRM TERM (01/10/19 – 01/09/24)	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$57,820.67	\$13.99	\$64,722.78	\$15.66
TENANT IMPROVEMENTS RENT ¹	\$ 34,426.79	\$8.33 ³	N/A	N/A
OPERATING COSTS	\$ 22,070.22	\$5.34	\$ 22,070.22	\$5.34
BUILDING SPECIFIC SECURITY ²	N/A	N/A	N/A	N/A
TOTAL ANNUAL RENT	\$114,317.68	\$27.66	\$86,793.00	\$21.00

¹The Tenant Improvement Allowance is amortized at a rate of seven (7%) percent per annum over five (5) years.

³Rates may be rounded.

Section 1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, after January 9, 2019 by providing not less than ninety (90) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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

INITIALS:

[Signature] LESSOR & [Signature] GOV'T