GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. 1

TO LEASE NO. GS-05P-LIL19037

PDN Number: PS

THIS AMENDMENT is made and entered into between

whose address is:

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government has received a final cost proposal to construct the Tenant Improvements as shown in the Bid Documents which includes the Construction Drawings and TICS Table included in Attachment No. 1; and

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Lease Amendment No. 1 to Lease GS-05P-LIL19037, is hereby issued to provide NOTICE TO PROCEED for an amount not to exceed $48,425.80 to construct Tenant Improvements and Alternate #1 - Westerly Entry Door as described in Attachment No. 1 to LA No. 1. The lump sum payment of $48,425 is in addition to the $171,400 already amortized in the lease rental rate and NTP provided by letter September 12, 2014.

The amount stated above includes all labor, materials and fees to construct the Tenant improvements described in the Construction Drawings, Lessor Representative Costs Proposal dated 9/11/2014, and TICS Table in Attachment No. 1. Once the work is substantially complete and the space is accepted by GSA, a Lease Amendment (LA) will be created for signature detailing the final cost agreement. The Total TI Costs of $219,825.80 exceeds the TI Allowance of $171,400.00 in the Lease. Therefore, the Government therefore agrees to reimburse the Lessor for the difference in the amount of $48,425.80 upon execution of Lease Amendment Number 1 being signed by both parties, acceptance of the space being substantially complete, and upon receipt of an acceptable invoice by the Government. Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the GSA Finance Website at www.finance.gsa.gov. The invoice shall include a unique invoice number, be on letterhead of the Lessor, include the lease number, include the billed items, and cite the following Pegasys Document Number (PDN): PS 0030419. Invoices submitted without the PDN Number will be immediately returned. If unable to process the invoice electronically, it may be submitted directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102.

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: Owner
Title: 
Entity Name: N/A
Date: 9/12/14

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
Entity Name: GSA, Public Buildings Service
Date: 10/11/14

WITNESSED:

Signature:
Name: 
Title: 
Date: 

Lease Amendment Form 12/12
Any changes and alterations to the scope of work or items or delivery time under this contract must be authorized in advance in writing by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to the work described in Attachment #1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become property of the Lessor.