

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7 TO LEASE NO. GS-04B-50124
ADDRESS OF PREMISES ARI Riverview Plaza, LLC 63 S. Royal Street Mobile, AL 36602-3245	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **63 S. Royal Street LLC**

whose address is **917 Western America Circle, Ste. 102**
Mobile, AL 366609-4112

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

WHEREAS, the parties hereto agree to supplement the above Lease. to incorporate change order #11.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **6/19/2013**, as follows:

- 1.) Description of the Change Order for Tenant Improvements to be constructed; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the payment of the Change Order; and
- 4.) All other terms and conditions are in full force and effect

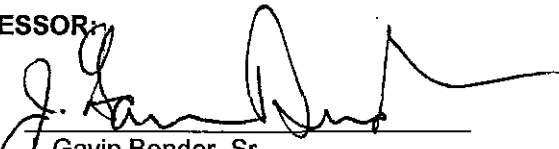
See Attached

This Lease Amendment contains 3 pages.

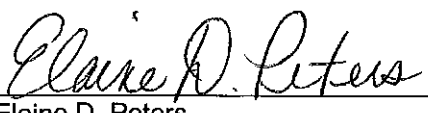
All other terms and conditions of the lease shall remain in force and effect.

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

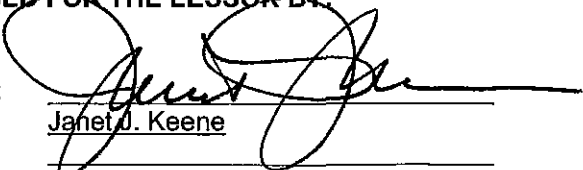
FOR THE LESSOR:

Signature: 
 Name: J. Gavin Bender, Sr.
 Title: Manager
 Entity Name: 63 S. Royal Street, LLC
 Date: 06.18.2013

FOR THE GOVERNMENT:

Signature: 
 Name: Elaine D. Peters
 Title: Senior Leasing Contracting Officer
GSA, Leasing Division
 Date: 6/19/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Janet J. Keene
 Title: _____
 Date: 06.18.2013

Supplemental Lease Agreement #7

GS-04B-50124

63 S. Royal Street, LLC 917 Western America Circle, Ste. 102 Mobile, AL 366609-4112

- 1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Change Order identified below and attached and made a part of this Supplemental Lease Agreement:

ID (Item #)	Dated	Scope of Work	Total Cost
Item #1	1/31/2013	Sales tax increase	
Item #2	2/1/2013	Hardware requirements for doors 513 and 521 and additional security conduit requirements for door 501, 521, and 513.	
Item #3	2/15/2013	Furnish and install (7) additional duplex outlets	
Item #4		Add blinds due to new wall configurations.	
Item #5		Remove wall covering from below the chair rail in Lobby 1100, U.S. Attorney Secretary 111, U.S. Attorney 1102, U.S. Attorney conference 1103, Waiting 1105, Fausa 1106 and Appellate Conference Room 1110. Prepare wall as required after removing wall covering and paint same color as outside wall. Remove wall covering from top and bottom of all columns on exterior walls. Paint.	
Item #6		Revise finishes	
Item #7		Install L5-30R/120 V NEMA outlet supplies at least 2100 watts/3000 VA on the 5th floor for new APC 3000 UPS. Install L6-20R/208/20A outlet in IDP Closet on the 11th floor	
Item #8		Allowance for touch up paint	
Item #9		Allowance for ceiling grid repair	
Item #10		General Conditions	
		Subtotal Items 2 -10	
		General Contractor's Fee (10% of trade costs) included in individual line items	
		Subtotal Construction costs	
		A & E fees (6% of trade costs)	
		Subtotal Lessor costs	
		Lessor Overhead & Profit (3% of Lessor cost)	
		Subtotal TI change price to Government	
		Sales tax increase	
Total Cost:			<u>\$27,705.97</u>

INITIALS:



LESSOR

&



GOVT

- 2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements for the change order.
- 3.) The Government shall pay the Lessor for the change order in the amount not to exceed the total cost of \$27,705.97 by a lump sum payment upon substantial completion and acceptance by the Government of all of the tenant improvements. The total cost of the change order includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the change order for the Tenant Improvements. Any additional changes, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall:

- a. Be received after the acceptance of all of the tenant improvements by the General Services Administration
Include a unique, vendor-supplied invoice number AND the GSA Supplied PS Number _____
- b. Include your DUNS and Tax ID Number
- c. Indicate the exact payment amount requested
- d. Specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above.
- e. Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed electronic invoice or acceptance of the work by the Government, whichever is later. Payment will be made electronically through the GSA Finance website at <http://www.finance.gsa.gov/defaultexternal.asp>. The Lessor is responsible for visiting this website and applying for a login and password. After acceptance by the Government the Lessors shall follow the instructions posted on that website to submit their invoice electronically. Additional assistance is available from the Finance Customer Service line at 817-978-2408. or by email at FW-Paymentsearch.finance@gsa.gov.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent electronically to Elaine D. Peters, GSA Senior Lease Contracting Officer at the following address: elaine.peters@gsa.gov.

- 4.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:  LESSOR &  GOV'T