

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u>
	TO LEASE NO. <u>GS-04B - LAL62481</u>
ADDRESS OF PREMISES 341 Greeno Road N. Fairhope, AL 36532-2979	PDN Number: PS0028996

THIS AMENDMENT is made and entered into between Bone Set Too, LLC

whose address is: 341 Greeno Road N., Fairhope, AL 36532-2979

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 issue a Notice to Proceed for [REDACTED] Tenant Improvement construction.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 13, 2014 as follows:

- I. This Lease Agreement (LA) No. 1 has been prepared to issue Notice to Proceed and acceptance of Lessor's proposal for Tenant Improvements in the total amount of **\$282,831.39** (Exhibit A) submitted revised cost on March 25, 2014. The cost has been determined to be fair and reasonable.
- II. By acceptance of the Lease Amendment (LA), the Lessor's further substantiates that no costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional changes orders to the original construction cost, they will also be incorporated by Lease Amendment and a notice to proceed will be issued.

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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: [REDACTED]
Name: [REDACTED]
Title: Managing Partner
Entity Name: Bone Set Too LLC
Date: 5/14/14

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/20/2014

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Deborah M Stewart
Title: Business Manager - Bone Set Too LLC
Date: 5/14/14

- III. The Lessor will be issued a lump sum payment upon completion, inspection and acceptance according to the Scope of Work – Construction Drawings dated January 6, 2014 by the Government. Payment is predicted on receipt of this signed LA and the certified invoice at the time of work acceptance and completion. All invoices shall be filed electronically at www.finance.gsa.gov or mailed to Greater Southwest Finance Center – 7BCP, PO BOX 17181 Fort Worth, Texas 76102-0181 along with a copy to Region 4 GSA/PBS. The Payment Document Code No. is PS0028996 in the amount of **\$111,778.88** this code must be included with payment invoice submittals. Upon said payment, all removable non-structural fixtures shall become the property of the Government and may be changed, relocated and/or removed from the leased premises by the Government.

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: LeShaundra L. Greer
77 Forsyth Street, Room G-40
Atlanta, GA 30303

A proper invoice must include the following:



- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #

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

- IV. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease.
- V. The Lessor hereby waives restoration as a result of all improvements.
- VI. Upon completion, inspection and acceptance according to the Scope of Work by the Government per the Tenant Improvement requirements the Contracting Officer will issue a reconciliation LA to adjust the annual cost based on **5,132** rentable square footage yielding, **4,463** ANSI/BOMA Office Area (ABOA) square footage including Tenant Improvement Cost.

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

<End of Document>

INITIALS:  LESSOR &  GOVT

DM