

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-04B-LSC62009
ADDRESS OF PREMISES Liberty Center 151 Meeting Street, 2 nd Floor Charleston, SC 29401-2238	PDN Number: <i>PS 0030966</i>

THIS AMENDMENT is made and entered into between **LIBERTY OFFICE, LLC**

whose address is: 4530 Park Road, Suite 300, Charlotte, NC 28209-3790

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 (NTP) for change orders 2, 3, 5, and 7 non sequential.

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 upon Government Execution as follows:



A. NOTICE TO PROCEED FOR CHANGE ORDERS:


- i. Following a Government review of the submitted change order 2, 3, 5, 7, the Government has determined that the change order costs are fair and reasonable at a total cost not to exceed **\$2,038.40**. The approved prices include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees to complete the work. This amount exceeds the TIA included in the Lease and will be paid via lump sum upon completion of the work by the Lessor and inspection and acceptance of the space by the Government.
- ii. Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Change Orders for the above referenced lease.
- iii. Per previous Lease Amendments, Tenant Improvement total of \$524,380.24 had been previously approved. Lease Amendment #3 issued a NTP for \$505,994.00 which will be amortized over the firm term of the lease agreement at an interest rate of (5%) percent paid monthly in arrears. In addition to the following change orders, the revised total of **\$20,424.64** will be paid via RWA by lump sum payment.

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: *Liberty Office, LLC*
a Delaware Limited Liability Co.
 Signature: 
 Name: 
 Title: *Authorized Officer*
 Entity Name: *Liberty Office, LLC*
 Date: *6-29-15*

FOR THE GOVERNMENT:
 Signature: 
 Name: *Darnell Chavis*
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: *6/30/15*

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: *Property manager*
 Date: *6-29-15*

Change Order Number	Description	Cost	LA Approval
2	GSA Protocol Change	[REDACTED]	5
3	Cabinetry Removal		5
5	Electrical / Lighting Changes		5
7	Relocations of three receptacles		5
TOTAL LUMP SUM PAYMENT		\$2,038.40	

iv. Upon completion, inspection, and acceptance of the space, the Government shall pay for the total approved change orders via lump-sum payment of **\$2,038.40**. The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the items by the anticipated date of completion. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements

The original invoice must be submitted directly to the GSA Finance Office at the following address:
 General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Or online at: www.finance.gsa.gov

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

General Services Administration
 Attn: Darnell Chavis
 Contracting Officer
 77 Forsyth Street suite 500
 Atlanta GA. 30303
darnell.chavis@gsa.gov

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 #PS _____

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

v. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS: RGR & DDC
 LESSOR & GOV'T