

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>4</u>
	TO LEASE NO. <u>GS-04B-62299</u>
ADDRESS OF PREMISES 4600 Goer Street (Charleston County) North Charleston, SC 29406-6500	PDN Number: PS0028430

THIS AMENDMENT is made and entered into between Harold Simmons Family, LLC

whose address is: 145 King Street, Suite 100, Charleston, SC 29401-2228

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

WHEREAS, the parties hereto desire to amend the above Lease Notice to Proceed (NTP) for [REDACTED] Space Renovations.

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 August 21, 2014 as follows:

- I. This Lease Agreement (LA) **No. 4** has been prepared to issue acceptance and Notice to Proceed of the Lessor's proposal for Tenant Improvements in the total amount of **\$118,882.10 (Exhibit A)** submitted August 12, 2014. The cost has been determined to be fair and reasonable.
- II. The Lessor will be issued a lump sum payment upon completion, inspection and acceptance according to the Scope of Work by the Government. Payment is predicted on receipt of this signed SLA and the certified invoice at the time of work 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 PS0028430 in the amount of **\$24,300.94** must be included with payment 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.

<Continues 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: [REDACTED]
Name: Harold Simmons
Title: Managing Member
Entity Name: Harold Simmons Family, LLC
Date: 9/9/14

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: LeShawnda L. Green
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/10/2014

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: Vitnam
Date: 9-9-14

- III. 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.

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 PS #

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 2,685 rentable square footage yielding, 2,335 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 Supplemental Lease Agreements, the terms and conditions of this agreement shall control and govern.

<End Of Document>

INITIALS:

 LESSOR

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 GOVT