

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-61037	DATE 9/9/11	PAGE 1 of 2
ADDRESS OF PREMISES 145 King Street, Charleston, SC 29401			

**THIS AGREEMENT**, made and entered into this date by and between KING & QUEEN COMPANY

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 contract as indicated below.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **September 1, 2011** as follows:

This Supplemental Lease Agreement (SLA) **No. 3** has been prepared to issue acceptance and Notice to Proceed of the Lessor's (Tenant Improvements) proposals for the Federal Public Defender Project in Charleston, SC, as indicated in Exhibit "A" attached to this SLA, the Scope of Work and approved Design Intend Drawing (DID's), in the total amount of **\$218,848.47**. The IGE's have been received and the cost has been determined to be fair and reasonable. Any deviations from the Scope of Work and the approved (DID's) will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

Payment will be due only for items which are listed in Exhibit "A" attached to this SLA, the Scope of Work, and approved Design Intend Drawing (DID's) or as requested in writing by the Contracting Officer."

The amount of **\$171,295.74** will be amortized over the firm term leaving a remaining balance of **\$47,552.73** to be reimbursed to the Lessor in lump sum payment upon completion, inspection and acceptance of the Scope of Work by the Government. Payment is predicated on receipt of this signed SLA and a certified invoice at the time of work completion. All invoices shall be sent to: U. S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181. The Payment Document Code Nos. are PS \_\_\_\_\_ in the amount **\$47,552.73** 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."

The Lessor hereby waives of restoration for all areas affected by this alteration.

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

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>LESSOR</b>	
SIG	NAME OF SIGNER <i>DAVID A. SIMMONS</i>
ADDRESS	

<b>IN PRESENCE OF</b>	
SIGNATURE	NAME OF SIGNER <i>Veronica K Pitt</i>
ADDRESS	

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE	NAME OF SIGNER <i>ROBERT E. SCOTT</i>
	OFFICIAL TITLE OF SIGNER <i>CONTRACTING OFFICER</i>