

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NO. GS-04B-62037 DATE 2/07/2013 PAGE 1 of 2

ADDRESS OF PREMISES
4600 Goer Street (Charleston County), North Charleston, SC 29406-6500

THIS AGREEMENT, made and entered into this date by and 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 to order tenant improvements which exceed the tenant improvement allowance.

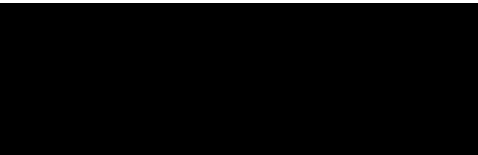


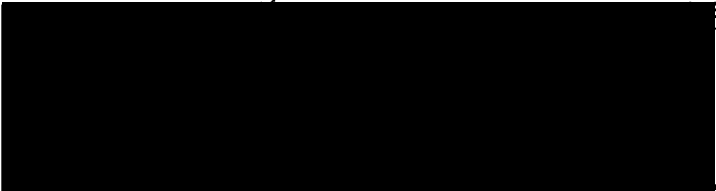
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective December 3, 2012, as follows:

- I. This Supplemental Lease Agreement (SLA) **No. 2** has been prepared to issue acceptance and Notice to Proceed of the Lessor's proposal for Tenant Improvements in the total amount of **\$330,494.85** submitted October 24, 2012. 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 PS0025232 in the amount of **\$186,818.42** 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.

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.

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Continued on Page 2

IN W 		have hereunto subscribed their names as of the date first above written.	
		LESSOR	
SIGNATURE		NAME OF SIGNER	<u>DAVID A SIMMONS</u>
ADDRESS	<u>145 King St Suite 100 Charleston, SC 29401</u>		
		IN PRESENCE OF	
SIGNATURE		NAME OF SIGNER	<u>TIA GIRAUD</u>
ADDRESS	<u>145 King St, Suite 100</u>		
		UNITED STATES OF AMERICA	
		NAME OF SIGNER	<u>LeShaundra L. Greer</u>
		OFFICIAL TITLE OF SIGNER	<u>Contracting Officer</u>

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

General Services Administration
Attn: Elaine Peters
CC: LeShaundra Greer
77 Forsyth Street, Room 500
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.

III. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease.

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

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

INITIALS:  LESSOR
GOVT