

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 1 pg 1 of 3	DATE 9/6/11
	TO LEASE NO. GS-04B-50078	

ADDRESS OF PREMISES 4790 Trade Street  
 4790 Trade Street Suites "E" and "F",  
 North Charleston, South Carolina, 29418-2833

THIS AGREEMENT made and entered into this date by and between **Virgie C. Simmons Family, LLC**

whose address is 145 King Street Suite 100  
 Charleston, South Carolina 29401-2213

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereafter called the Government:  
 WHEREAS, the parties hereto desire to amend the above Lease.

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

**WITNESSETH:** The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- The Lessor hereby leases to the Government the following described premises:  
 A total of 3,335 rentable square feet (RSF) of office and related space, which yields 3,030 ANSI/BOMA Office Area square feet (ABOASF) of space on the first floor of an existing building located at 4790 Trade Street Suites "E" and "F", North Charleston, South Carolina, 29148 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fifty (50) onsite, surface including eight (8) reserved, surface parking spaces for the exclusive use of Government employees and patrons.
- TO HAVE AND TO HOLD** with their appurtenances for the term beginning on August 01, 2011 through July 31, 2013. The Government may terminate this lease in whole or in part at any time on or after February 1, 2012, by giving at least 90 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- The Government shall pay the Lessor annual rent for the entire term on 3,335 rentable square feet, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE per RSF1	RATE per ANSI/BOMA 2	MONTHLY RATE
8/01/2011 - 7/31/2013	\$35,050.85	\$10.51	\$11.57	\$2,920.90

All other terms and conditions of the lease shall remain in

IN WITNESS WHEREOF, the undersigned, whose names as of the date hereof are set forth below, have hereunto set their hands and seals at the City of Charleston, South Carolina, this 6th day of August, 2011.

LESSOR: [Redacted Signature] C [Redacted Signature]

BY: [Redacted Signature]

[Redacted Signature] 145 King Street Suite 100  
 Charleston, SC 29401  
 (Address)

[Redacted Signature] **Alvin P. Jackson**, Contracting Officer  
**GENERAL SERVICES ADMINISTRATION**  
 (Official Title)

4. The rental rate is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space and will be based on the rate, per rentable square foot (PRSF) as noted above, in accordance with Clause 23 (PAYMENT), GSA Form 3517B, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum ABOASF requested in Paragraph 1.1 (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent shall be made payable to:

Virgie C. Simmons Family, LLC  
145 King Street Suite 100  
Charleston, South Carolina 29401

1. The Government may terminate this lease in whole or in part at any time after the February 01, 2012 by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
2. The following are attached and made a part hereof:
  - A. Solicitation for Offers No. 1SC2050 dated 7/18/2011;
  - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05);
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);
  - D. Floor plans of offered space
3. Rent does not include any Tenant Improvement Allowance.
4. In accordance with SFO paragraph 1.10, *Building Shell Requirements*, the annual shell cost is established as \$17,688.21 yielding \$5.30 per rentable square foot (\$5.84\* per ABOASF) which is included in the rental rate in Paragraph 3 for years 1-2 of the lease.
5. In accordance with SFO paragraph 1.3, *Measurement of Space*, the common area factor is established as 10%, rounded, with total leased area.
6. In accordance with SFO paragraph 4.1, *Tax Adjustment*, the percentage of Government occupancy is established as 14.8% rounded, based on Government occupancy of 3,335 rentable square feet and total building area of 22,400 rentable square feet. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.
7. In accordance with SFO paragraph 4.2, *Operating Costs Base*, the escalation base is established as \$17,362.64 per annum (\$5.21 per rentable square foot / \$5.73 per ABOASF) for a full service lease.
8. In accordance with SFO paragraph 4.3, *Adjustment for Vacant Premises*, the adjustment is established as \$4.57 / ABOASF for vacant space (rental reduction).
9. In accordance with SFO Paragraph 4.5, *Overtime Usage*, the rate for overtime usage is established as \$15.50 per hour for the entire system, beyond the normal hours of operation of 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional charge (\$0.00) to the Government.
10. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*. Cleaning services requiring access to the Government's leased space shall be performed during tenant working hours. Personnel performing cleaning services shall be employed with a licensed company. The employing company shall ensure that the

Lessor



GOVT



11. employee is bonded and has been fingerprinted and a local agency check for a criminal record is completed.
12. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
13. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

Lessor



GOVT

