

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. <b>GS-04P-LSC60185</b>  <b>BLDG NO. SC2062ZZ</b>
ADDRESS OF PREMISES <b>Forest Service Building 4931 Broad River Road Columbia, SC 29212-3530</b>	PDN Number:

**THIS AMENDMENT** is made and entered into between **Baker and Baker Real Estate Developers, LLC** hereinafter called the Lessor,

whose address is: **1400 Pickens Street, 5<sup>th</sup> Floor  
Columbia, SC 29201**

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

**WHEREAS**, the parties hereto desire to amend the above Lease to establish the beneficial occupancy date; rental rates; and tenant improvement allowance amortization.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **September 10, 2014** as follows:

**A. Page 1 – Lease (paragraph)** as set forth in the Succeeding/Superseding Lease GSA Form L202 (Sept 2013) is hereby deleted and replaced as follows:

**TO HAVE AND TO HOLD** the said premises with their appurtenances for the **term of ten (10) years, five (5) year firm term**, years beginning **October 1, 2014 through September 30, 2024**, subject to termination and renewal rights as may be hereafter set forth.


**B. Paragraph 1.01, B. Common Area Factor.** The Common Area Factor (CAF) is established as **1.0999** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole

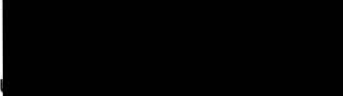
This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:   
 Name: Steven M Anastasion  
 Title: Manager  
 Entity Name: Baker & Baker Real Estate Dev LLC  
 Date: 9/9/14

Signature:   
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: GSA, Public Buildings Service,  
9.10.2014

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: Vickie Schermbeck  
 Title: Office Administrator  
 Date: 9/9/14

percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Paragraph 1.03 as set forth in the Succeeding/Superseding Lease GSA Form L202 is hereby amended as follows:

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)**

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364-S and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease as set forth in the following Rent Table.

**RENT TABLE – 20,123 RSF / 18,295 ABOASF**

	FIRM TERM	10/1/2014 - 9/30/2019	10/1/2014 – 9/30/2019	NON FIRM TERM	10/1/2019 – 9/30/2024	10/1/2019 – 9/30/2024
	ANNUAL RENT	RATE PER RSF	RATE PER ABOASF	ANNUAL RENT	RATE PER RSF	RATE PER ABOASF
SHELL RENT <sup>1</sup>	\$241,677.23	\$12.01	\$13.21	\$241,677.23	\$12.01	\$13.21
OPERATING COSTS <sup>2</sup>	\$105,052.00	\$5.22	\$5.74	\$105,052.00	\$5.22	\$5.74
TOTAL ANNUAL RENT	\$346,729.23	\$17.23	\$18.95	\$346,729.23	\$17.23	\$18.95

<sup>1</sup> Shell rent calculation:  
 (Firm Term) \$12.01 per RSF multiplied by 20,123 RSF  
 (Non Firm Term) \$12.01 per RSF multiplied by 20,123 RSF

<sup>2</sup> Operating Costs rent calculation: \$5.22 per RSF multiplied by 20,123 RSF – RSF is rounded.

Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364-S, rights to parking areas will be deemed included in the rent. Base Rent shall not be adjusted for changes in Taxes or Operating Costs. Shell Rent shall not be adjusted for changes in taxes or operating costs.

D. Paragraph 1.12 as set forth in the Succeeding/Superseding Lease GSA Form L202 is hereby amended as follows:

**1.12 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$29,962.00**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease, is **100% percent** based upon **20,123 RSF** and **Total Building Area of 20,123 square feet**. Percentage of Occupancy is subject to revision based on actual measurement of Government occupied space at time of inspection, not to exceed the maximum ANSI BOMA usable square footage stated in the Request for Lease Proposal (RLP), and in accordance with GSAF3517, GENERAL CLAUSES.

All other terms and conditions of the lease shall remain in full force and effect.

ATTACHMENT: Exhibit A – GSA Form 1364S

INITIALS:  LESSOR &  GOVT