

PUBLIC BUILDINGS SERVICE	
LEASE AMENDMENT	TO LEASE NO. <u>GS-04B-62037</u>
ADDRESS OF PREMISES 4600 Goer Drive North Charleston, SC	PDN Number: N/A

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. .

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 October 1, 2013 as follows:

I. Reconciliation of Lease: This Lease Agreement (LA) **No. 3** has been prepared to reconcile the Tenant Improvement and adjust the commencement date of Lease # GS-04B-62037.

II. Paragraph 1 as follows:

The Lessor hereby leases to the Government the following premises:

A total of 4,364 rentable square feet (RSF) of office and related space, which yields 3,795 ANSI/BOMA Office Area square feet (ABOASF) to be located on the 1st floor of 4600 Goer Street, (Charleston County) North Charleston, SC 29406-6500, along with eleven (11) reserved surface parking spaces, to be used for such purpose as determined by the General Services Administration.

III. Paragraph 2 is hereby deleted and replaced with the following:

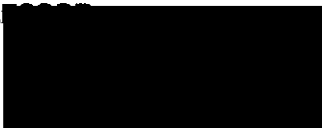
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 1, 2013 through September 30, 2023, subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 2 pages.

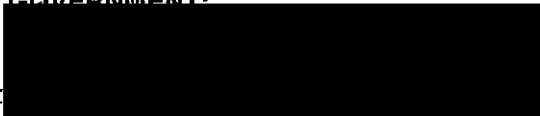
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
Name: DAVID R SIMMONS
Title: Margary Member
Entity Name: Harold Simmons Family, LLC
Date: 9/24/13

FOR THE GOVERNMENT:

Signature: 
Name: LEShawna L. GREGG
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 09/27/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: THE OFFICE
Title: front office
Date: 9-24-13

IV. Paragraph 9 is hereby amended as follows:

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	SHELL PRSF	OP PRSF	TI PRSF	PRSF RATE	OASF RATE	ANNUAL SHELL RATE	ANNUAL OP RATE	ANNUAL RATE	MONTHLY
10/01/2013-09/30/2018	\$13.25	\$4.64	\$7.78	\$25.67	\$29.52	\$57,823.00	\$20,248.96	\$112,008.55	\$9,334.05
10/01/2018-09/30/2023	\$14.28	\$4.64	\$0.00	\$18.92	\$21.76	\$62,317.92	\$20,248.96	\$82,566.88	\$6,880.57

Rent for a lesser period shall be prorated. Rent checks should be made payable to:

Harold Simmons Family, LLC
 145 King Street, Ste 100
 Charleston, SC 29401-2228

VI. Paragraph 12 is hereby deleted and replaced with the following:

Rent includes a Tenant Improve Allowance of \$ 143,676.42 to be amortized through the rent over 60 months at the rate of 6.75% resulting in \$7.78 per rentable square foot, \$8.93 per ANSI BOMA office Area square feet.

VII. Paragraph 10 is hereby deleted and replaced with the following:

10. The Government may terminate this lease in whole or in part at any time on or after September 30, 2018, the fifth (5th) lease year, by giving at least ninety (90) days' notice in writing to the lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

VIII. Paragraph 14 as follows:

14. In accordance with SFO paragraph 4.2, Tax Adjustment, the percentage of Government occupancy is established as 10% (4,464 RSF / 43,122 RSF).

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INITIALS:  & 
 LESSOR GOVT