

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 Page 1 of 2	DATE: <i>12-12-2012</i>
	TO LEASE NO. GS-04B-62247	

ADDRESS OF PREMISES Landmark Building, 301 North Main Street, Greenville, SC 29601-2152

THIS AGREEMENT, made and entered into this date by and between **Alan B. Kahn & Tower on Main, LLC**

whose address is c/o CBRE, the Furman CO
 101 N. Main Street, Suite 1400,
 Greenville, SC 29601-2152

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 establish beneficial occupancy and rental consideration.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to establish beneficial occupancy and rental consideration. Page 1 of the Lease, Paragraphs 1.01, 1.03, and 7.04, are deleted in their entirety and replaced with the following:

The Lessor hereby leases to the Government the following described premises:

A total of 3,570 BOMA Office Area Square Feet (4,106 Rentable Square Feet) of office and related space located on the 18th floor in the building known as the Landmark Building located at 301 North Main Street, Greenville, South Carolina 29601-2152 together with (nine) 9 structured parking spaces.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 9, 2012 through November 8, 2022. GSA may terminate this lease in whole or in part on or after November 8, 2017 on ninety (90) days' written notice to the Lessor. All terms and conditions contained herein shall prevail throughout the term of the lease.

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011) is deleted in its entirety.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

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 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. 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 costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

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1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012) continue....

Rent shall not be adjusted for changes in taxes or operating costs

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:


Term	Annual rent	Rent per RSF	Rent per ABOASF	Monthly Rent
11/09/2012-11/08/2017	\$71,567.58	\$17.43	\$20.05	\$5,963.95
11/09/2017-11/08/2022	\$74,893.44	\$18.24	\$20.98	\$6,241.12

¹Shell rent (Firm Term) calculation: \$13.96 per RSF multiplied by 4,106 RSF.
²The Tenant Improvement Allowance of \$10,000 is amortized at a rate of 0 percent per annum over 5 years.
³Operating Costs rent calculation: \$2.98 per RSF multiplied by 4,106 RSF

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 subscribed their names as of the above date.


LESSOR: Alex P. Kahn & Tower on Main, LLC

By:  _____ *Manager* _____
 (Signature) (Title)

BY: _____
 (Signature)

In the presence of

BY:  _____ *P.O. Box 1608, Columbia, SC 29202* _____
 (Address)

BY:  _____

CONTRACTING OFFICER
(Official Title)