

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>6</u>
	TO LEASE NO. <u>GS-04B-62299</u>
ADDRESS OF PREMISES 4600 Goer Drive North Charleston, SC 29409-6500	PDN Number: <b>N/A</b>

**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 to expand square footage and reconcile tenant improvement cost.

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 January 1, 2015 as follows:

- I. This Lease Agreement (LA) **No. 6** has been prepared to expanded square footage and reconcile tenant improvement cost on **3,156** RSF / **2,745** of related space together with **twelve (12)** parking spaces, at no cost to the Government [REDACTED] Block A **2,639** rentable square feet (yielding **2,295** ANSI/BOMA usable square feet) of office and related space together with **eleven (11)** parking spaces, [REDACTED] Block B **517** rentable square feet (yielding **450** ANSI/BOMA usable square feet) of office and related space together with **one (1)** parking space.
  
- II. 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 **May 1, 2014** through **April 30, 2024**, subject to termination and renewal rights as may be hereinafter set forth.

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This Lease Amendment contains 3 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: [REDACTED]  
Name: DAVID A. SIMMONS  
Title: Managing Partner  
Entity Name: Harold Simmons Family, LLC  
Date: 5/1/15

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: ESTHER A. CHEN  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 6/18/2015

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: J.A. GIRARD  
Title: Assistant  
Date: 6-2-15

III. Paragraph 9 is hereby amended as follows:

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

Block A	MAY 1, 2014 – DECEMBER 31, 2014	JANUARY 1, 2015 – APRIL 30, 2019	MAY 1, 2019 - DECEMBER 31, 2019	JANUARY 1, 2020, APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT		ANNUAL RENT
SHELL RENT <sup>1</sup>	\$34,966.75	\$34,966.75	\$37,684.92	\$37,684.92
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$ 22,340.21	\$ 22,340.21	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 12,244.96	\$ 12,244.96	\$ 12,244.96	\$ 12,244.96
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$47,211.71</b>	<b>\$69,551.92</b>	<b>72,270.09</b>	<b>\$49,929.88</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.25 per RSF multiplied by 2,639 RSF

(Non Firm Term) \$14.28 per RSF multiplied by 2,639 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$94,581.16 is amortized at a rate of 6.75 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.64 per RSF multiplied by 2,639 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

<sup>5</sup>Parking costs are for 11 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

Block B	MAY 1, 2014 – DECEMBER 31, 2014	JANUARY 1, 2015 – APRIL 30, 2019	MAY 1, 2019 - DECEMBER 31, 2019	JANUARY 1, 2020, APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$6,850.25	\$6,850.25	\$7,382.76	\$7,382.76
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$3,444.32	\$3,444.32	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 2,398.88	\$ 2,398.88	\$2,398.88	\$2,398.88
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$9,249.13</b>	<b>\$12,693.45</b>	<b>\$13,225.96</b>	<b>\$9,781.64</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.25 per RSF multiplied by 517 RSF

(Non Firm Term) \$14.28 per RSF multiplied by 517 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$14,582.11 is amortized at a rate of 6.75 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.64 per RSF multiplied by 517 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are for 1 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

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Composite

INITIALS: DAS & \_\_\_\_\_  
LESSOR LESSOR GOVT

	<b>MAY 1, 2014 -- DECEMBER 31, 2014</b>	<b>JANUARY 1, 2015 -- APRIL 30, 2019</b>	<b>MAY 1, 2019 - DECEMBER 31, 2019</b>	<b>JANUARY 1, 2020, APRIL 30, 2024</b>
	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>
SHELL RENT <sup>1</sup>	\$41,817.00	\$41,817.00	\$45,067.68	\$45,067.68
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$25,784.53	\$25,784.53	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 14,643.84	\$ 14,643.84	\$14,643.84	\$ 14,643.84
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00	\$0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$56,460.84</b>	<b>\$82,245.37</b>	<b>85,496.05</b>	<b>\$59,711.52</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.25 per RSF multiplied by 3,156 RSF  
(Non Firm Term) \$14.28 per RSF multiplied by 3,156 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$109,163.27 is amortized at a rate of 6.75 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.64 per RSF multiplied by 3,156 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0.00 years

<sup>5</sup>Parking costs are for 12 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

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 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 April 30, 2019, the fifth (5<sup>th</sup>) 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.

VII. Paragraph 14 as follows:

14. In accordance with SFO paragraph 4.2, Tax Adjustment, the percentage of Government occupancy is established as 7% (3,156 RSF / 43,122 RSF).

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INITIALS: DAS & \_\_\_\_\_  
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