GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

NO. 1

DATE

December 2,2010

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO

GS-04B-48131

ADDRESS OF PREMISES 413

413 KING STREET

GEORGETOWN, SC 29440-3539

THIS AGREEMENT made and entered into this date by and between POBUCKRA PROPERTIES LLC

whose address is

46 PROFESSIONAL LANE

PAWLEYS ISLAND, SC 29585-7988

hereinaster 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, 2010 , as follows:

- 1. Paragraph 1 is changed to read: "1. The Lessor hereby leases to the Government the following described premises: A total of 7,508 rentable (6,586 ANSI/BOMA office area) square feet of office and related space located in the Office Building at 413 King Street, City of Georgetown, County of Georgetown, State of South Carolina, 29440-3539,"
- Paragraph 2 is changed to read: "2. TO HAVE AND TO HOLD the said premises with their appurtenances
 for the term beginning <u>August 1, 2010</u> through <u>July 31, 2020</u>, subject to termination and renewal rights as may be
 hereinafter set forth."
- 3. Paragraph 3 is changed to read: "3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

ANNUAL RENT RATE Per RSF RATE Per OASF MONTHLY RENT (Rounded) (Rounded) 08/01/10 -- 07/31/15 \$29.64 \$195 211 20 \$26.00 \$16 267 60 08/01/15 - 07/31/20 \$145 707 00 \$1941 \$22 12 \$12,142.25

All other terms and conditions of Paragraph 3 remain unchanged."

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 above date.

Po. box 1453 (mail)

powleys island, sc. 29585

(Address)

UNITED STATES OF AMERICA

RY

JUSTIN KIDWELL, Contracting Officer
GENERAL SERVICES ADMINISTRATION

(Official Title)

Continuation Sheet SLA#2 General Services Lease Contract GS-04B-48131

7.

- 4. Paragraph 4 is changed to read: "4. The Government may terminate this lease, in whole or in part, at any time on or after August 1, 2015 by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."
- 5. Paragraph 9 is changed to read: "9. Items as specified in SOLICITATION FOR OFFERS 7SC2089 are to be provided by the Lessor. Upon completion, inspection and acceptance by the Contracting Officer, the Tenant Alterations Allowance of \$213,386.03 will be amortized over the five (5) year firm term (60 months) beginning August 1, 2010 in the Lease at 6% (\$6.59 prsf, \$7.52 poasf rounded), using end of the month payments."
- 6. Paragraph 13 is changed to read: "13. In accordance with the SOLICITATION FOR OFFERS 7SC2089, Paragraph 3.6 (Operating Costs Base), are established as \$46,226.00 annually or \$7.02 per ANSI/BOMA office area square foot (\$6,16 per rentable square foot) rounded."

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	Paragraph 15 is changed to read: "15. In accordance with the SOLICITATION FOR OFFERS 7SC2089, Paragraph 1.13. Broker Commission and Commission Credit (May 2005), the amount of for the broker's fee is established. The amount of which is of the will be deducted from the shell portion of the rent until it has been refunded to the Government. This calculates to a rental reduction of (rounded) per month for five months from the effective date of the lease divided by 5). The broker's fee will remain constant regardless of the measurement of space and/or change orders unless there is a substantive change to the contract necessitating revision of the subject commission. The balance which equates to is to be paid to the broker as follows: Gwen E. Fogel, Fogel & Associates; P. O. Box 555, Terrell, NC 28682-0555.
	Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:
	First Month's Rental Payment \$16,267.60 minus prorated Commission Credit adjusted First Month's Rent.
	Second Month's Rental Payment \$16,267.60 minus prorated Commission Credit of adjusted Second Month's Rent.
	Third Month's Rental Payment \$16,267.60 minus prorated Commission Credit adjusted Third Month's Rent.
	Fourth Month's Rental Payment \$16,267.60 minus prorated Commission Credit of adjusted Fourth Month's Rent.
	Fifth Month's Rental Payment \$16,267.60 minus prorated Commission Credit adjusted Fifth Month's Rent."
1	other terms and conditions of the lease shall remain in force and effect.