## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES: Description: TO LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LGA60047 PDN Number: NA 3875 Fabre Place, North Charleston, SC 29405

THIS AMENDMENT is made and entered into between 3875/3955 Fabre Place LLC

whose address is: 126 Meeting Street Charleston, SC 29405-2218

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 in accordance with Lease Contract Paragraph 1.01(A) and establish the release of Tenant Improvement (TI) Rent upon completion of the TIs.

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 August 12, 2014 to establish beneficial occupancy and lease term of Lease GS-04P-LSC60047. Paragraphs 1.01(A, B) and 1.03 (A) are deleted in their entirety and the following substituted therefore, in addition to Section 1.19 Termination Rights:

1 Lease Term

TO HAVE AND TO HOLD the said premises with their appurtenances for the Ten (10) YEAR, five (5) year firm term beginning on August 12, 2014 through August 11, 2024.

2 Paragraph 1.01 The Premises (Jun 2012)

The Premises are described as follows:

- A. Office and Related Space: The Lessor hereby leases to the Government a total of 26,175.00 RSF (23,061.00 ANSI/BOMA Office Area (ABOA)) located at 3875 Fabre Place, North Charleston, SC 29405.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.14 percent, This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest who percentage, shall be used for purposes of rental adjustments with the Payment Clauses of the General Clauses.

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

| FOR THE LESSOR |  | FOR THE GOVERNMENT: |                               |
|----------------|--|---------------------|-------------------------------|
| Signature:     | ····   | Signature:          |                               |
| Name:          | JOSEPH L. IMMSBERG JR  | Name:               | Kelli D. Rollins              |
| Title:         | MANAGER  | Title:              | Lease Contracting Officer     |
| Entity Name:   | 3875/3955 FABER PLACE LLC  | Entity Name:        | GSA, Public Buildings Service |
| Date:          | January 3, 20/4  | Date;               | 8/8/2014                      |
|                | A Company of the Comp |                     |                               |

WITNESSED FOR THE LESSOR BY:

Signature:
Name: Sn/Hco N O FETTUE
Title: Jumy 1, 20/4

MO

## 3. Paragraph 1.03 Rent and other Considerations (SEP 2012)

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on 26,175.00 RSF as follows:

|  | AUGUST 12, 2014 TO AUGUST 11, 2019 | AUGUST 12, 2019 TO AUGUST 11, 2024 |
|--|------------------------------------|------------------------------------|
|  | ANNUAL-RENT                        | ANNUAL RENT                        |
| SHELL RENT <sup>I</sup>                                    | \$500,466,00                       | \$605,166.00                       |
| TENANT IMPROVEMENTS RENT                                   | \$ 0.00                            | \$0.00                             |
| OPERATING COSTS <sup>3</sup>                               | \$ 153,909.00                      | \$ 153,909.00                      |
| BUILDING SPECIFIC AMORTIZED<br>CAPITAL (BSAC) <sup>4</sup> | \$ 0.00                            | \$0.00                             |
| TOTAL ANNUAL RENT  | \$654,375.00                       | \$759,075.00                       |

<sup>&</sup>lt;sup>1</sup>Shell rent calculation:

The Rental Rates stated in paragraph 1.3 of this Lease Amendment reflect the Government's withholding of TI Rent. A subsequent Lease Amendment will establish the Annual Tenant Improvement Rent. The Government shall release the TI rent amount of \$528,801.17 upon completion and acceptance of the TI work with a subsequent Lease Amendment. Completion of the TI work must be completed no later than 120 days of the date of the Government issuance of the Notice to Proceed.

## 4. Section 1,19 Termination Rights

The Government May Terminate the Lease, in whole or in part, at any time after August 12, 2019, by providing not less than Sixty (60) days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

Except as modified in this Amendment, 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 Amendment conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Amendment shall control and govern.

INITIALS:

8

GOVT

<sup>(</sup>Firm Term) \$19.12 per RSF multiplied by 26,175 RSF

<sup>(</sup>Non Firm Term) \$23.12 per RSF multiplied by 26,175 RSF

Operating Costs rent calculation: \$5.88 (rounded) per RSF multiplied by 26,175 RSF.