

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-04P-LSC60083
ADDRESS OF PREMISES 3955 Faber Place Drive North Charleston, SC 29405-8580	PDN Number: N/A

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

whose address is: 126 Meeting Street
Charleston, SC 29401-2218

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, effective November 18, 2014.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to accept the Tenant Improvements and establish beneficial occupancy of the Premises as of November 14, 2014 for the [REDACTED] at 3955 Faber Place Drive, North Charleston, SC 29405-8580.

- In accordance with Lease Paragraphs 1.03.C and 1.09, the Tenant Improvement scope approved in Lease Amendments 1, 2, 3 and 4 have been inspected and found to be acceptable by the Government making the final amount of Tenant Improvement Rent \$368,514.58. The amount of \$205,434.05 will be paid via lump sum by the Government and the remaining \$163,080.53 of the final Tenant Improvement rent shall be amortized at a rate of zero percent over the five-year firm term of the Lease. Paragraph 1.03 of the Lease is hereby deleted in its entirety and replaced as follows:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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: [REDACTED]
Name: Joseph L. Tamsberg, Jr
Title: MANAGER
Entity Name: 3875/3955 FABER PLACE, LLC
Date: 12/3/14

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Daniel Chavis
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/12/14

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Sharon D Fette
Title: OFFICE MANAGER
Date: 12/3/14

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

	FIRM TERM – NOVEMBER 14, 2014 – NOVEMBER 13, 2019	NON-FIRM TERM – NOVEMBER 14, 2019 – NOVEMBER 13, 2014
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$98,085.76	\$105,785.46
TENANT IMPROVEMENTS RENT ²	\$32,616.11	\$0.00
OPERATING COSTS ³	\$27,782.04	\$27,782.04
TOTAL ANNUAL RENT	\$158,483.91	\$133,567.50

¹Shell rent (Firm Term) calculation: \$20.1924 per RSF multiplied by 4,857 RSF

²The Tenant Improvement Allowance of \$163,080.53 amortized at a rate of Zero percent per annum over 5 years.

³Operating Costs rent calculation: \$5.7196 per RSF multiplied by 4,857 RSF

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 4,255 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$Zero per parking space per month (Structure), and \$Zero per parking space per month (Surface)."

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INITIALS:  LESSOR &  GOV'T