

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-61037	DATE July 19, 2011	PAGE 1 of 3
ADDRESS OF PREMISES 145 King Street, Charleston, SC 29401			

THIS AGREEMENT, made and entered into this date by and between **KING & QUEEN COMPANY**

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 provide additional square footage.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective August 1, 2011, as follows:

Paragraphs 1, 2, 3, 4, 9 of the Lease are hereby deleted in their entirety and replaced with the following:

- EFFECTIVE AUG. 1, 2011**, The Lessor hereby leases to the Government the following described premises:
A total of 2,276 Rentable Square Feet (RSF) of office and related space, which yields 1,979 ANSI/BOMA Office Area square feet (USF) of space at the King & Queen Building, 145 King Street, Charleston, SC 29401, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are four (4) parking spaces for the exclusive use of Government employees and patrons.
- EFFECTIVE JAN. 1, 2012**, The Lessor hereby leases to the Government the following described premises:
A total of 5,699 Rentable Square Feet (RSF) of office and related space, which yields 5,089 ANSI/BOMA Office Area square feet (USF) of space at the King & Queen Building, 145 King Street, Charleston, SC 29401, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are four (4) parking spaces for the exclusive use of Government employees and patrons.
- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011 and continuing through July 30, 2021, subject to termination and renewal rights as may be hereinafter set forth.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

[Redacted]	LESSOR	NAME OF SIGNER
		DAVID A SIMMONS
ADDRESS 145 King St Suite 100 Charleston, SC 29401		

[Redacted]	IN PRESENCE OF	NAME OF SIGNER
		Laura Pierce
100 Charleston, SC 29401		

[Redacted]	UNITED STATES OF AMERICA	NAME OF SIGNER
		ROBERT E. SLOTT
		OFFICIAL TITLE OF SIGNER
		CONTRACTING OFFICER

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

A. **Effective August 1, 2011**, the Government shall pay the Lessor for a total of 2,276 Rentable Square Feet (RSF) of office and related space, which yields 1,979 ANSI/BOMA Office Area Square Feet (USF).

<u>TERM</u>	<u>ANNUAL RATE</u>	<u>TI ALLOWANCE per RSF</u>	<u>BUILDING SHELL per RSF</u>	<u>OPERATING COST per RSF</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RENT</u>
08/01/2011-12/31/2011	\$ 52,256.96	\$ 0.00	\$17.75	\$5.21	\$22.96	\$25.72	\$ 4,354.75

B. **Effective January 1, 2012**, the Government shall pay the Lessor for a total of 5,699 Rentable Square Feet (RSF) of office and related space, which yields 5,089 ANSI/BOMA Office Area square feet (USF).

<u>TERM</u>	<u>ANNUAL RATE</u>	<u>TI ALLOWANCE per RSF</u>	<u>BUILDING SHELL per RSF</u>	<u>OPERATING COST per RSF</u>	<u>RATE per RSF</u>	<u>RATE per ABOASF</u>	<u>MONTHLY RENT</u>
01/01/2012-12/31/2016*	\$171,311.94	\$7.10	\$17.75	\$5.21	\$30.06	\$33.67	\$14,275.00
1/01/2017-07/30/2021	\$142,475.00	\$0.00	\$19.79	\$5.21	\$25.00	\$28.00	\$11,872.92

* Five (5) Year Amortization.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

KING & QUEEN COMPANY
 145 KING STREET, SUITE 100
 CHARLESTON, SC 29401-2228

4. The Government may terminate this lease in whole or in part at any time on or after December 31, 2016 by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

9. The rental rate in Paragraph 3 for the period 01/01/2012 through 12/31/2016 includes all Tenant Improvements (TI). In accordance with Paragraph 3.2 of SFO No. 8SC2128, the TI allowance provided in the lease is \$33.66 per ABOASF, or a total of \$171,311.94 amortized at an interest rate of 6.75% over five (5) years yielding an annual cost of \$40,457.55 at a rate of \$7.95 per ABOASF (\$7.10 per RSF). The TI allowance will be used to construct the interior space in accordance with the approved DIDs provided by the Government. If the TI cost exceeds \$33.66 per ABOASF (for up to 5,089 ABOASF), the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire TI allowance of \$33.66 per ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell build-out.

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INITIALS: DR LESSOR
GOVT



INITIALS: DAS & GOVT
 LESSOR

Paragraph 5.12F of the Solicitation For Offers (SFO) No. 8SC2128 is hereby deleted in their entirety and replaced with the following:

F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within sixty (60) working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

*NOTE: A thru E, G thru I of the subject paragraph (5.12) remain the same, in accordance with the Lease Contract No. GS-04B-61037 Solicitation for Offers (SFO) dated June 2010.

All other terms and conditions remain in full force and effect.

The remainder of this document was left blank intentionally.

INITIALS: _____
LESSOR
GOVT

[Handwritten initials in blue ink]

GSA FORM 276 (REV. 8/2006) **BACK**

INITIALS: DTA & _____
LESSOR GOVT

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