

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-04B-LSC62009
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES Liberty Center 151 Meeting Street, 2 <sup>nd</sup> Floor Charleston, SC 29401-2238	PDN Number:

**THIS AMENDMENT** is made and entered into between **LIBERTY OFFICE, LLC**

whose address is: 4530 Park Road, Suite 300, Charlotte, NC 28209-3790

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, adjust the full service rent, reconcile the commission and commission paragraph and remove LEED requirement.

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 upon Government Execution as follows:

- 1) Establish Term of the Lease
- 2) Establish the Annual Rent;
- 3) Establish the Broker Commission and Commission Credit;
- 4) Establish the Termination Rights;
- 5) Remove Leadership in Energy and Environmental Design requirement

**1) The Term of the Lease is as follows:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 17, 2014 and continuing thru July 16, 2024, 10 years, with a firm term of five (5) years. The Government may terminate this Lease, in whole or in part, at any time effective after July 16, 2019, by providing not less than **one hundred twenty (120)** 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.

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.

<b>FOR THE LESSOR:</b> <u>Liberty Office LLC</u> Signature: <u>[Redacted]</u> Name: <u>[Redacted]</u> Title: <u>Authorized Officer</u> Entity Name: <u>of Park Plaza, Inc. Authorized Agent</u> Date: <u>6-3-15</u>	<b>FOR THE GOVERNMENT:</b> <u>[Redacted]</u> Signature: <u>[Redacted]</u> Name: <u>[Redacted]</u> Title: <u>Lease Contracting Officer</u> GSA, Public Buildings Service, Date: <u>7/17/15</u>
--	--

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
 Name: Barbara L. Westphal  
 Title: Tenant Coordinator  
 Date: June 3, 2015

2) Subparagraph A of Section 1.03, RENT AND OTHER CONSIDERATION is hereby deleted in its entirety and replaced with the following:

**1.03 RENT AND OTHER CONSIDERATION**

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

	July 17, 2014 – August 16, 2014 <sup>1</sup>	August 17, 2014 – July 16, 2019	July 17, 2019 – July 16, 2022	July 17, 2022 – July 16, 2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>2</sup>	\$0.00	\$392,195.26	\$441,484.00	\$475,228.00
TENANT IMPROVEMENTS RENT <sup>3</sup>	\$114,584.77	\$114,584.77	\$0.00	\$0.00
OPERATING COSTS <sup>4</sup>	\$0.00	\$96,200.00	\$96,200.00	\$96,200.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>5</sup>	\$6,924.67	\$6,924.67	\$0.00	\$0.00
PARKING <sup>6</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$121,509.44</b>	<b>\$609,904.70</b>	<b>\$537,684.00</b>	<b>\$571,428.00</b>

<sup>1</sup>Lessor has provided one (1) full month of free rent.

<sup>2</sup>Shell rent (Firm Term) calculation: \$26.56 per RSF Years 1-5, \$29.83/RSF Years 6-8, and \$32.11/RSF Years 9-10 multiplied by 14,800 RSF

<sup>3</sup>The Tenant Improvement Allowance of \$505,994.00 is amortized at a rate of five (5%) percent per annum over five (5) years.

<sup>4</sup>Operating Costs rent calculation: \$6.50 per RSF multiplied by 14,800 RSF

<sup>5</sup>Building Specific Amortized Capital (BSAC) of \$28,459.47 are amortized at a rate of eight (8%) percent per annum over five (5) years

<sup>6</sup>Parking costs described under sub-paragraph G

3) Section 1.04, BROKER COMMISSION AND COMMISSION CREDIT, of the Lease is hereby deleted and replaced with the following:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT**

A. CBRE, INC (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, INC with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1: Lessor has provided free rent for shell and operating expenses for the 1<sup>st</sup> month of the rent. Rental payment for Month 1 shall be \$10,125.79.

Month 2 Rental Payment \$50,825.39 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4) Section 1.05, TERMINATION RIGHTS, of the Lease is hereby deleted in its entirety and replaced with the following:

**1.05 TERMINATION RIGHTS**

The Government may terminate this Lease, in whole or in part, at any time effective after July 16, 2019, by providing not more than one hundred twenty (120) days' prior written notice to the Lessor. The effective date of the termination shall be the day

INITIALS: RCR & SDC  
LESSOR GOVT

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.

5) Section 3.50, LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED), of the lease is hereby deleted in its entirety.

---

INITIALS: RR & DC  
LESSOR GOVT