

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. <u>3</u>
	TO LEASE NO. <u>GS-04B-62299</u>
ADDRESS OF PREMISES 4600 Goer Drive North Charleston, SC	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between Harold Simmons Family, LLC

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 start shell and operating and replace Lease Amendment No. 2.

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 May 1, 2014 as follows:

- I. This Lease Agreement (LA) **No. 3** has been prepared to delete Lease Amendment No. 2 and to adjust the annual cost to pay only shell and operating on **2,342** RSF / **2,132** of related space together with **twelve (12)** surface parking spaces, at no cost to the Government [redacted] Block A **1,825** rentable square feet (yielding **1,682** ANSI/BOMA usable square feet) of office and related space together with **eleven (11)** parking spaces, [redacted] Block B **517** rentable square feet (yielding **450** ANSI/BOMA usable square feet) of office and related space together with **one (1)** parking space.
  
- II. Paragraph 2 is hereby deleted and replaced with the following:  
  
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2014 through April 30, 2024, subject to termination and renewal rights as may be hereinafter set forth.
  
- III. Paragraph 9 is hereby amended as follows:

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

[redacted signature box]

Signature: \_\_\_\_\_  
Name: DAVID A SIMMONS  
Title: MANAGING MEMBER  
Entity Name: Harold Simmons Family, LLC  
Date: 5/1/14

FOR THE GOVERNMENT

[redacted signature box]

Signature: \_\_\_\_\_  
Name: Leshaundra L. Greer  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 5/2/2014

WITNESSED FOR THE LESSOR BY:

[redacted signature box]

Signature: \_\_\_\_\_  
Name: ITA CURTIS  
Title: EMPLOYEE  
Date: 5/1/14

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

	MAY 1, 2014- APRIL 30, 2019	MAY 1, 2019- APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$24,181.25	\$26,061.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	TBD	\$0.00
OPERATING COSTS <sup>3</sup>	\$8,468.00	\$8,468.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$32,649.25</b>	<b>\$34,529.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.25 per RSF multiplied by 1,825 RSF  
(Non Firm Term) \$14.28 per RSF multiplied by 1,825RSF

<sup>2</sup>The Tenant Improvement Allowance of \$TBD is amortized at a rate of 6.75 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.64 per RSF multiplied by 1,825 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

<sup>5</sup>Parking costs are for \$0.00 reserved parking spaces and \$0.00 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space p month.

	MAY 1, 2014- APRIL 30, 2019	MAY 1, 2019- APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$6,850.25	\$7,382.76
TENANT IMPROVEMENTS RENT <sup>2</sup>	TBD	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 2,398.88	\$2,398.88
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$9,249.13</b>	<b>\$9,781.64</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.25 per RSF multiplied by 517 RSF  
(Non Firm Term) \$14.28 per RSF multiplied by 517RSF

<sup>2</sup>The Tenant Improvement Allowance of \$TBD is amortized at a rate of 6.75 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.64 per RSF multiplied by 517 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

<sup>5</sup>Parking costs are for \$0.00 reserved parking spaces and \$0.00 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space p month.

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	MAY 1, 2014- APRIL 30, 2019	MAY 1, 2019- APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$31,031.50	\$33,443.76
TENANT IMPROVEMENTS RENT <sup>2</sup>	TBD	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 10,866.88	\$10,866.88
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$41,898.38</b>	<b>\$44,310.64</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.25 per RSF multiplied by 2,342 RSF  
(Non Firm Term) \$14.28 per RSF multiplied by 2,324RSF

<sup>2</sup>The Tenant Improvement Allowance of \$TBD is amortized at a rate of 8.75 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.64 per RSF multiplied by 2,342 RSF.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years

<sup>5</sup>Parking costs are for \$0.00 reserved parking spaces and \$0.00 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

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

Harold Simmons Family, LLC  
145 King Street, Ste 100  
Charleston, SC 29401-2228

VI. Paragraph 10 is hereby deleted and replaced with the following:

10. The Government may terminate this lease in whole or in part at any time on or after April 30, 2019, the fifth (5<sup>th</sup>) lease year, by giving at least ninety (90) days' notice in writing to the lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

VII. Paragraph 14 as follows:

14. In accordance with SFO paragraph 4.2, Tax Adjustment, the percentage of Government occupancy is established as 5% (2,342 RSF / 43,122 RSF).

VIII. Upon completion, inspection and acceptance according to the Scope of Work by the Government per the Tenant Improvement requirements the Contracting Officer will issue a reconciliation LA to adjust the annual cost based on 3,202 rentable square footage yielding 2,785 ANSI/ BOMA Office Area including Tenant Improvement Cost as outlined in Paragraph 12 of the original lease document.

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