

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-04P-LSC60083
LEASE AMENDMENT	
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 October 15, 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 expand the Premises by 1,055 ABOASF (1,209 RSF) making the total Premises 4,255 ABOASF (4,875 RSF) based on the offer dated September 8, 2014.

1. Paragraph 1.01 of the Lease is hereby deleted in its entirety and replaced as follows:

**"1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

A. Office and Related Space: 4,857 rentable square feet (RSF), yielding 4,255 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3rd floor(s) and known as Suite(s) 302, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.14148 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

2. Paragraph 1.03 of the Lease is hereby deleted in its entirety and replaced as follows:

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.

**FOR THE LESSOR:**  
 Signature: [Redacted]  
 Name: JOSEPH E. THOMPSON, JR.  
 Title: MANAGER  
 Entity Name: 3875/3955 FABER PLACE, LLC  
 Date: 9/24/14

**FOR THE GOVERNMENT:**  
 Signature: [Redacted]  
 Name: Darnell Chavis  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 9/25/14

**WITNESSED FOR THE LESSOR BY:**  
 Signature: [Redacted]  
 Name: [Redacted]  
 Title: [Redacted]  
 Date: 9/24/14

**"1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**

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

	FIRM TERM -- OCTOBER 15, 2014 -- OCTOBER 14, 2019	NOI-FIRM TERM -- OCTOBER 15, 2019 -- OCTOBER 14, 2024
	ANNUAL RENT	ANNUAL RENT
Shell Rent <sup>1</sup>	\$60,088.73	\$140,785.60
Tenant Improvement Allowance <sup>2</sup>	\$22,910.11	0.00
Operating Costs <sup>3</sup>	\$27,782.04	\$27,782.04
<b>TOTAL ANNUAL RENT</b>	<b>\$110,780.88</b>	<b>\$168,567.64</b>

<sup>1</sup>Shell Rent (Firm Term) calculation: \$20.1947 per RSF multiplied by 2,977 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$100,000.00 amortized at a rate of zero over five months over 5 years.  
<sup>3</sup>Operating Costs and Allowance: \$71 per RSF multiplied by 3,927 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 \$2.00 per parking space per month (Structure), and \$2.00 per parking space per month (Surface)."

3. Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced as follows:

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Studley, 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 Studley, 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$13,206.99 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted "Month's Rent."

INITIALS: [Signature] LESSOR & [Signature] GOVT

Month's Rental Payment \$13,206.99 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. Paragraph 1.13 of the Lease is hereby deleted in its entirety and replaced as follows:

**"1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 7.4462 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 4,857 RSF by the total Building space of 65,219 RSF."

5. Paragraph 1.15 of the Lease is hereby deleted in its entirety and replaced as follows:

**"1.15 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.72 per RSF (\$27,782.04/annum)."

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INITIALS:

  
LESSOR

&

  
GOVT