

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>7</u>
	TO LEASE NO. <u>GS-04B-62299</u>
ADDRESS OF PREMISES 4600 Goer Drive North Charleston, SC 29409-6500	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 expand square footage, reconcile tenant improvement cost and correct payment calculations.

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 January 1, 2015 as follows:

i. This Lease Agreement (LA) **No. 7** has been prepared to expanded square footage and reconcile tenant improvement cost on **3,156 RSF / 2,745** of related space together with **twelve (12)** parking spaces, at no cost to the Government **Block A 2,639** rentable square feet (yielding **2,295** ANSI/BOMA usable square feet) of office and related space together with **eleven (11)** parking spaces, **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.

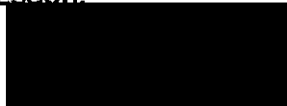
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This Lease Amendment contains 3 pages.


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.


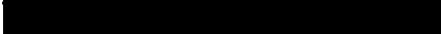

FOR THE LESSOR:

Signature: 
Name: Harold Simmons
Title: Managing Member
Entity Name: Harold Simmons Family
Date: 6/19/15

FOR THE GOVERNMENT:

Signature: 
Name: LeShandra Goer
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/19/2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: 
Date: 6-19-15

III. Paragraph 9 is hereby amended as follows:

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

Block A	MAY 1, 2014 – DECEMBER 31, 2014	JANUARY 1, 2015 – APRIL 30, 2019	MAY 1, 2019 - DECEMBER 31, 2019	JANUARY 1, 2020, APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT		ANNUAL RENT
SHELL RENT ¹	\$24,181.25	\$34,966.75	\$37,684.92	\$37,684.92
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$ 22,340.21	\$ 22,340.21	\$ 0.00
OPERATING COSTS ³	\$ 8,468.00	\$ 12,244.96	\$12,244.96	\$12,244.96
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$0.00	\$ 0.00
TOTAL ANNUAL RENT	\$32,649.25	\$69,551.92	72,270.09	\$49,929.88

¹Shell rent calculation:
 (Firm Term) \$13.25 per RSF multiplied by 2,639 RSF
 (Non Firm Term) \$14.28 per RSF multiplied by 2,639 RSF
²The Tenant Improvement Allowance of \$24,581.16 is amortized at a rate of 6.75 percent per annum over 5 years.
³Operating Costs rent calculation: \$4.64 per RSF multiplied by 2,639 RSF.
⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years
⁵Parking costs are for 11 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

Block B	MAY 1, 2014 – DECEMBER 31, 2014	JANUARY 1, 2015 – APRIL 30, 2019	MAY 1, 2019 - DECEMBER 31, 2019	JANUARY 1, 2020, APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$6,850.25	\$6,850.25	\$7,382.76	\$7,382.76
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$3,444.32	\$3,444.32	\$0.00
OPERATING COSTS ³	\$ 2,398.88	\$ 2,398.88	\$2,398.88	\$2,398.88
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$9,249.13	\$12,693.45	\$13,225.96	\$9,781.64

¹Shell rent calculation:
 (Firm Term) \$13.25 per RSF multiplied by 517 RSF
 (Non Firm Term) \$14.28 per RSF multiplied by 517 RSF
²The Tenant Improvement Allowance of \$14,582.11 is amortized at a rate of 6.75 percent per annum over 5 years.
³Operating Costs rent calculation: \$4.64 per RSF multiplied by 517 RSF.
⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 00 years
⁵Parking costs are for 1 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0.00 per reserved space and \$0.00 per structured space per month.

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Composite Rate

	MAY 1, 2014 – DECEMBER 31, 2014	JANUARY 1, 2015 – APRIL 30, 2019	MAY 1, 2019 - DECEMBER 31, 2019	JANUARY 1, 2020, APRIL 30, 2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$31,031.50	\$41,817.00	\$45,067.68	\$45,067.68
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$25,784.53	\$25,784.53	\$0.00
OPERATING COSTS ³	\$ 10,866.88	\$ 14,643.84	\$14,643.84	\$ 14,643.84
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$0.00	\$ 0.00
TOTAL ANNUAL RENT	\$41,898.38	\$82,245.37	85,496.05	\$59,711.52

¹Shell rent calculation:

(Firm Term) \$13.25 per RSF multiplied by 3,156 RSF
(Non Firm Term) \$14.28 per RSF multiplied by 3,156 RSF

²The Tenant Improvement Allowance of \$109,163.27 is amortized at a rate of 6.75 percent per annum over 5 years.

³Operating Costs rent calculation: \$4.64 per RSF multiplied by 3,156 RSF.

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

⁵Parking costs are for 12 reserved parking spaces and 0 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 (5th) 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 7% (3,156 RSF / 43,122 RSF).

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