THIS AMENDMENT is made and entered into between Westpark Center Associates, LLC, hereinafter called the Lessor, whose address is:

111 Stonemark Lane, Suite 200
Columbia, SC 29210

and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to reconcile overpayment of rents.

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 September 1, 2015 to correct for over-payment of rents commenced under Lease Amendment No.2 to Lease GS--04P-LSC62308 and overlapping payment of rents under Lease Amendment No. 13 to Lease GS-04P-LSC43227.

A. The government paid to the Lessor monthly holdover rent from April 1, 2014 through July 31, 2014 in arrears, in the amount of $39,880.20 under Lease Amendment No.13, LSC43227. Total rent paid to Lessor for this period of April 1, 2014 through July 31, 2014 was $159,520.80.

B. The government paid to the Lessor monthly rent from April1, 2014 through June 30, 2014, in arrears, in the amount of $36,439.77, and from July 1 through July 31, 2014 the amount of $38,854.13 under Lease Amendment No.1, Lease LSC62308. Total rent paid to Lessor for this period of April 1, 2014 through July 31, 2014 was $148,173.44.

C. Due to government delay awarding Succeeding Lease LSC621308, it was agreed between the government and Lessor that the Lessor shall retain rents for the holdover period from April 2014 through July 2014 in accordance with the rental rates established under the extension Lease Amendment No.13, LSC43227. The government paid overlapping rents under the Succeeding Lease LSC63208 during this same period.

D. In order for the government to recapture the overpayment of rents in the amount of $159,420.80 the government will pay Lessor a lump sum of $11,347.36. The lump sum $11,347.36 plus $148,173.44 = $159,420.80.

Further, it is agreed the government shall abate rents only from the Shell Rent portion of the monthly rent commencing November 1, 2015 until the full overpayment amount of $159,520.80 is recovered.

This Lease Amendment contains 1 page.
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 L

Signature:  
Name:  
Title:  
Entity Name:  
Date:  

FOR THE G

Signature:  
Name:  
Title:  
Date:  

WITNESSED

Signature:  
Name:  
Title:  
Date:  

Lease Amendment Form 12/12