

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE <i>9/17/10</i>															
		TO LEASE NO. GS-04B-59198															
ADDRESS OF PREMISES 4600 GOER DRIVE, SUITE 208 NORTH CHARLESTON, SC 29406-6536																	
THIS AGREEMENT made and entered into this date by and 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 , hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.																	
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>September 1, 2010</u> , as follows:																	
<ol style="list-style-type: none"> 1. Part II.A.1. is changed to read: "II.A.1. The Lessor hereby leases to the Government the following described premises: A total of 908 rentable (810 ANSI/BOMA office area) square feet of office and related space along with four surface parking spaces located at the 4600 Goer Building, 4600 Goer Drive, Suite 208, City of North Charleston, State of South Carolina, 29406-6536." 2. Part II.B.3. is changed to read: "II.B.3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning <u>September 1, 2010</u> through <u>August 31, 2020</u>, subject to termination and renewal rights as may be hereinafter set forth. The Government may terminate this lease, in whole or in part, at any time on or after <u>September 1, 2015</u> by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing." 3. Part II.C.8. is changed to read: "II.C.8. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: <table style="margin-left: 40px; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="text-align: left;">TERM</th> <th style="text-align: right;">ANNUAL RENT</th> <th style="text-align: right;">RATE Per RSF (Rounded)</th> <th style="text-align: right;">RATE Per OASF (Rounded)</th> <th style="text-align: right;">MONTHLY RENT</th> </tr> </thead> <tbody> <tr> <td>09/01/10 – 08/31/15</td> <td style="text-align: right;">\$23,471.88</td> <td style="text-align: right;">\$25.85</td> <td style="text-align: right;">\$28.98</td> <td style="text-align: right;">\$1,955.99</td> </tr> <tr> <td>09/01/15 – 08/31/20</td> <td style="text-align: right;">\$19,047.48</td> <td style="text-align: right;">\$20.98</td> <td style="text-align: right;">\$23.53</td> <td style="text-align: right;">\$1,587.29</td> </tr> </tbody> </table> 			TERM	ANNUAL RENT	RATE Per RSF (Rounded)	RATE Per OASF (Rounded)	MONTHLY RENT	09/01/10 – 08/31/15	\$23,471.88	\$25.85	\$28.98	\$1,955.99	09/01/15 – 08/31/20	\$19,047.48	\$20.98	\$23.53	\$1,587.29
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09/01/15 – 08/31/20	\$19,047.48	\$20.98	\$23.53	\$1,587.29													
All other terms and conditions of Part II remain unchanged."																	
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 above date.																	
LESSOR: HAROLD SIMMONS FAMILY, LLC																	
BY <u><i>[Signature]</i></u> <small>(Signature)</small>	<u><i>Marilyn Parker</i></u> <small>(Title)</small>																
IN PRESENCE OF <u><i>Natalie Howell</i></u> <small>(Signature)</small>	<u><i>145 King Street</i></u> <small>(Address)</small> <u><i>Charleston, SC 29401</i></u>																
UNITED STATES OF AMERICA																	
BY <u><i>Wanda P. Hardiman</i></u> <small>(Signature)</small>	WANDA HARDIMAN, Contracting Officer GENERAL SERVICES ADMINISTRATION <small>(Official Title)</small>																

4. Part III.1. is changed to read: "III.1. For the purposes of operating cost escalation, in accordance with Paragraph 11 of the Supplemental Lease Requirement, the annual base cost of services (which is included in the total annual amount of \$3,656.88) is established as \$4.03 PRSF rounded (\$4.51 POASF rounded).
All other terms and conditions of Part III remain unchanged."

5. Items as specified in SOLICITATION FOR OFFERS 9SC2013 are to be provided by the Lessor. Upon completion, inspection and acceptance by the Contracting Officer, the Tenant Alterations Allowance of \$26,247.79 will be amortized over the five (5) year term (60 months) beginning September 1, 2010 in the Lease at 6.75% (\$6.83 prsf, \$7.65 poasf rounded), using end of the month payments. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,908.75 upon receipt of an original invoice in accordance with SLA#1. The original invoice must be submitted directly to the GSA Contracting Officer at the following address:

General Services Administration
Attn: Wanda Hardiman, GSA Contracting Officer
77 Forsyth Street, Room 500
Atlanta, GA 30303

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

6. In accordance with the SOLICITATION FOR OFFERS 9SC2013, Paragraph 7. Broker Commission and Commission Credit (May 2005), the amount of [redacted] (rounded) for the broker's fee is established with the commission percentage as [redacted]. The amount of \$ [redacted] (rounded) which is [redacted] of the [redacted] (rounded) will be deducted from the shell portion of the rent until it has been refunded to the Government. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

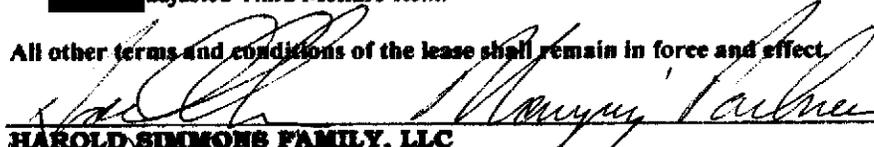
The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$1,955.99 minus prorated Commission Credit of \$ [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment \$1,955.99 minus prorated Commission Credit of \$ [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental Payment \$1,955.99 minus prorated Commission Credit of \$ [redacted] equals [redacted] adjusted Third Month's Rent.

All other terms and conditions of the lease shall remain in force and effect.


HAROLD SIMMONS FAMILY, LLC


WANDA HARDIMAN, CONTRACTING OFFICER