

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 6 <hr/> TO LEASE NO. <b>GS-04B-50101</b>		
<p><b>ADDRESS OF PREMISES</b></p> <p style="text-align: center;">22 Barnard St, Savannah, GA 31401-0000</p> <p><b>THIS AGREEMENT, made and entered into this date by and between Whitaker Associates, LLC</b></p> <p>whose address is <b>2 E Bryan St FL 10</b>  <b>SAVANNAH, GA 31401-2835</b></p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to provide beneficial occupancy.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>September 10, 2012</u>, as follows:</p> <p><b>Paragraph 1 is hereby deleted and replaced with:</b></p> <p>"1. The Lessor hereby leases to the Government the following described premises:</p> <p>A total of 38,855 ANS/BOMA Office Area Square Feet (44,453 Rentable Square Feet) of office space on the 3<sup>rd</sup> through 6<sup>th</sup> floors in a six-story building located at 22 Barnard St in Chatham County, tax parcel numbers 2-0004-20-001 and 2-0004-20-002, Savannah, GA 31401-0000 as depicted on the demising floor plan labeled Exhibit "A" attached hereto and made a part hereof, together with sixty-two (62) structured, onsite, secured parking spaces. The Government leased space includes approximately 2,283 Rentable Square Feet of additional space provided at no additional charge for a total of 48,716 Rentable Square Feet." → 1,968 ANS/BOMA OFFICE AREA SQUARE FEET</p> <p style="text-align: center;"> <span style="font-size: 1.2em;">40,623 ANS/BOMA OFFICE AREA SQUARE FEET</span> <span style="float: right; text-align: right;">           WSPK            JWC         </span> </p> <p style="text-align: center;">CONTINUED ON PAGE 2 <span style="float: right;">WGL</span></p> <p>All other terms and conditions of the Lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the below date.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>FOR THE LESSOR:</b></p> <p>Signature: <u>John E. Gray III</u></p> <p>Name: <u>John E. Gray III</u></p> <p>Title: <u>Partner</u></p> <p>Entity Name: <u>Whitaker Assoc. LLC</u></p> <p>Date: <u>Sept. 21, 2012</u></p> </td> <td style="width: 50%; vertical-align: top;"> <p><b>FOR THE GOVERNMENT:</b></p> <p>Signature: <u>William Justin Kirkwell</u></p> <p>Name: <u>William Justin Kirkwell</u></p> <p>Title: <u>Lease Contracting Officer</u></p> <p>GSA, Public Buildings Service</p> <p>Date: <u>10/3/12</u></p> </td> </tr> </table> <p><b>WITNESSED FOR THE LESSOR BY:</b></p> <p>Signature: <u>Kate Blair</u></p> <p>Name: <u>Kate Blair</u></p> <p>Title: <u>Business Development</u></p> <p>Date: <u>9/21/12</u></p>		<p><b>FOR THE LESSOR:</b></p> <p>Signature: <u>John E. Gray III</u></p> <p>Name: <u>John E. Gray III</u></p> <p>Title: <u>Partner</u></p> <p>Entity Name: <u>Whitaker Assoc. LLC</u></p> <p>Date: <u>Sept. 21, 2012</u></p>	<p><b>FOR THE GOVERNMENT:</b></p> <p>Signature: <u>William Justin Kirkwell</u></p> <p>Name: <u>William Justin Kirkwell</u></p> <p>Title: <u>Lease Contracting Officer</u></p> <p>GSA, Public Buildings Service</p> <p>Date: <u>10/3/12</u></p>
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Paragraph 2 is hereby deleted and replaced with:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for ten (10) years firm with no termination rights for the term beginning on September 10, 2012 through September 9, 2022."

Paragraph 3 is hereby deleted and replaced with:

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

**Rent schedule**

TERM	ANNUAL RENT	RATE per RSF <sup>1</sup>	RATE per OASF <sup>2</sup>	MONTHLY RATE
9/10/2012 – 9/09/2022	\$1,541,630.04	\$34.68	\$39.89	\$128,469.17

Note 1: The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the RSF

Note 2: The rate per OASF is determined by dividing the total annual rental by the OASF

Breakdown of Rent structure at full occupancy:

	FIRM TERM (9/10/2012-9/09/2022)	
	ANNUAL RENT	ANNUAL RATE/RSF
SHIELL RENT	\$1,088,915.71	\$24.50
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$190,391.33	\$4.28
OPERATING COSTS	\$262,323.00	\$5.90
ONSITE PARKING	\$ 0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,541,630.04</b>	<b>\$34.68</b>

<sup>1</sup>The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum over 10 years  
<sup>2</sup>Rates may be rounded.

The last sentence of Paragraph 4 which begins and ends with the following language, "Rent for a lesser...Savannah, GA 31401-2642", is deleted and replaced with:

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

Whitaker Associates, LLC  
 2 E Bryan St FL 10  
 Savannah, GA 31401-2635"

The remainder of Paragraph 4 is unchanged.

The first sentence of Paragraph 10 which begins and ends with the following language, "The rental set forth...all Tenant Improvements (TI)." is deleted and replaced with:

"The rental set forth in Paragraph 3 of this Lease Agreement for the period 9/10/2012 – 9/9/2022 includes all Tenant Improvements (TI)."

The remainder of Paragraph 10 is unchanged.

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INITIALS:  LESSOR  
 GOV'T

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**Paragraph 12 is deleted and replaced with:**

"12. In accordance with the Solicitation for Offers 9GA2143, Paragraph 1.12 (Building Shell Requirements), the annual shell cost is established as \$1,088,915.71 yielding \$24.50 per RSF (\$28.17 per ABOASF) which is included in the rental rate in Paragraph 3 for period 9/10/2012 – 9/09/2022, years 1-10 of the lease."

**Paragraph 16 is deleted and replaced with:**

"16. In accordance with Solicitation for Offers 9GA2143 Paragraph 4.3, *Operating Costs*, the annual operating cost is established as \$262,323.00 yielding an escalation base of \$5.90 per rentable square foot (\$6.79 per usable square foot) which is included in the rental rate in Paragraph 3 for the period 9/10/2012 – 9/9/2022, years 1-10 of the lease."

**Paragraph 26 is restated:**

"26. In accordance with the SOLICITATION FOR OFFERS 9GA2143, Paragraph 2.5, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] percent of the firm term, ten (10) years, of the lease ("Commission"). The Total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the SOLICITATION FOR OFFERS 9GA2143, Paragraph 2.5, *Broker Commission and Commission Credit*, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The [REDACTED] percent balance equating to [REDACTED] is to be paid to the Broker. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, 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 \$128,469.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$128,469.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$128,469.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

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Lease Amendment Form 07/12