

ADDRESS OF PREMISES Entire 2nd floor, DAI AB Plaza, 7391 Hodgson Memorial Drive, Savannah, GA 31406-2579

THIS AGREEMENT, made and entered into this date by and between **DAI AB Plaza LLC**

whose address is 17 Park of Commerce Blvd., Suite 105, Savannah, GA 31405-7436

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 reduce tenant improvement allowance and adjust the rent in Rent and Other Consideration Paragraph 1.03, Broker's Commission Paragraph 1.04 and Tenant Improvement Paragraph in 1.08.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 20, 2012, as follows:

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 94,537.00	\$99,263.85
TENANT IMPROVEMENTS RENT ²	\$ 46,904.54	\$ 0
OPERATING COSTS ³	\$ 39,649.10	\$ 39,649.10
BUILDING SPECIFIC SECURITY ⁴	N/A	N/A
PARKING ⁵	N/A	N/A
TOTAL ANNUAL RENT	\$181,090.64	\$138,912.95

¹Shell rent (Firm Term) calculation: \$13.40 per RSF multiplied by 7,055 RSF

²The Tenant Improvement Allowance of \$199,769.10 is amortized at a rate of 6.5 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.62 per RSF multiplied by 7,055 RSF

⁴Building Specific Security Costs of \$NA are amortized at a rate of NA percent per annum over NA years

⁵Parking costs described under sub-paragraph G below

Continued on page 2 of 2

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

[Redacted Signature]

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

Manager
DAI AB Plaza, LLC
Sept 25th, 2012

FOR THE G

[Redacted Signature]

Signature: _____

Name: Run _____

Title: Leas _____

GSA, Public Buildings Service

Date: _____

5/1/13

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

[Redacted Signature]
Guy P. Davison
Project Manager
9-25-12

LEASE AMENDMENT

LEASE AMENDMENT NO. 1	TO LEASE NO. GS-04B-62196	DATE 5/1/13	PAGE 2 of 2
-----------------------	-------------------------------------	-----------------------	----------------

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 ██████████ and is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only ██████████ of the Commission, will be payable to **Studley, Inc.** with the remaining ██████████ 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 **\$15,090.89** minus prorated Commission Credit of ██████████ equals ██████████ adjusted 1st Month's Rent.

Month 2 Rental Payment **\$15,090.89** minus prorated Commission Credit of ██████████ equals ██████████ adjusted 2nd Month's Rent.

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

The Lessor has agreed to total TI pricing of **\$199,769.10** in lieu of \$238,002.42 based on the Agency Specific Requirements (ASR). This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of **6.5** percent per year. .

The Unit Costs listed in Attachment **N/A** will be used to make the adjustment for variances between turnkey pricing based on the schematic drawing in the agency requirements package and the approved design intent drawings. The prices quoted will also be used to order alterations during the first year of the Lease. The prices quoted shall be the cost to furnish, install, and maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the Lease upon mutual agreement of the Lessor and the Government. Final rent calculations will be reconciled and the Lease will be amended after acceptance of the Space

The Government shall have the right to make lump sum payments for any or all TI work.

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$7.65** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **6.5%** percent.

The Government shall have the right to make lump sum payments for any or all TI work.

***** End of LA 1 *****

Initials: *RS* *ryk*
 Govt. Lessor